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on Its dkt.676 Motion,& defending adversary proc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIV.

In re Bankruptcy Case No. 8:23-bk-10571-SC
Chapter 11

THE
LITIGATION
PRACTICE
GROUP, P.C.,

Debtor.

REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE
MARSHACK'S OPPOSITION TO GREYSON'S MOTION
[DKT.676] FOR ALLOWANCE AND PAYMENT OF
ADMINISTRATIVE CLAIM PER 11 U.S.C. §503(b)(1)(A);
ATTACHED HERE ARE TONY DIAB DECL.
(PREVIOUSLY FILED 4/2/24) , SECOND TONY DIAB
DECL., SIGNED 4/17/24; TWO SCOTT EADIE DECLS.,
DOUGLAS PLAZAK DECL., JAYDE TRINH DECL., AND
KATHLEEN MARCH DECL.

BEING FILED AS A SEPARATE PLEADING IS HAN
TRINH'S REPLY DECLARATION (BEING FILED
SEPARATELY DUE TO VERY VOLUMINOUS EXHIBITS)

Hearing on Greyson's [dkt.290] Motion for allowance and
payment of administrative claim is set for:

Date: April 25, 2024

Time: 11:00 a.m.

Place: Courtroom of Bankruptcy Judge Scott Clarkson, by Zoom
or in person at:

411 West Fourth Street, Courtroom 5C

Santa Ana, CA 92701-4593

Greyson Law Group PC's ("Greyson" herein) REPLY includes the attached
REPLY Memorandum of Points & Authorities.

In addition, this REPLY includes the attached Tony Diab Declaration.
(previously Filed 4/2/24 and filed again here), second Tony Diab Declaration, signed
4/14/24; Two Scott Eadie Declarations, Douglas Plazak Declaration, Jayde Trinh
Declaration, and Kathleen March Declaration, and exhibits as stated in these
Declarations.

In addition, Greyson's REPLY is based on the REPLY Declaration of Han
Trinh, which is **being filed as a separately captioned pleading**, due to the
voluminous exhibits to that Declaration.

Dated: April 18, 2024

THE BANKRUPTCY LAW FIRM, PC

/s/ Kathleen P. March
By: Kathleen P. March, Esq
*Attorneys for Greyson Law Center, PC
on this Motion*

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NOTE: Han Trinh Declaration to This Reply. **Filed as a separately captioned
pleading due to very voluminous exhibits**

Declarations attached here are:

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GREYSON'S REPLY MEMORANDUM OF POINTS & AUTHORITIES

I. OPP HAS NO DECLARATIONS TO PROVE THE FALSE (AND SCURRILOUS) ALLEGATIONS OPP MAKES AT PAGES 5-12 OF OPP, AND THE EXHIBITS OPP CITES DON'T PROVE OPP'S ALLEGATIONS EITHER

OPP pages 5-12 has no declarations to prove any of the many false (and scurrilous) allegations OPP makes, which are contrary to Greyson's uncontroverted evidence. OPP has no Declaration of Trustee Marshack, and the Declarations of Trustee's attorneys Hays and Mamlyuk do not prove OPP's false (and scurrilous) allegations, which must therefore be disregarded. Nor does Alex Rubin's Declaration [dkt.1099 filed 4/11/24] prove anything. Rubin has no personal knowledge of anything, and cannot lay foundation for the documents his Declaration attaches, which don't prove OPPs allegations.

This Reply will now quote various of OPP's false (and scurrilous) allegations, and will explain why each is false, lacks evidence, and is contrary to Greyson's uncontroverted evidence:

A. OPP p.7, lines 5-11 lacks evidence, and is false, where it alleges:

"In the course of Trustee's investigation of Greyson, Trustee discovered that post-petition, Local counsel essentially continued working on the consumer client files under the supposed banner of Greyson. Trustee reached out to Local counsel to understand what work they were performing and how they received the assignments. Here, Trustee uncovered another fraudulent surprise. Greyson's master plan was thuggishly straightforward: Greyson intended to charge entities like Phoenix a "rental fee" for the use of "Greyson attorneys,"

1 even though they were the same attorneys that had worked for Debtor. Clarke
2 Decl, Exh.7”

3 This allegation requires a Declaration of Trustee Marshack saying he discovered
4 all this. But OPP has no Declaration of Trustee Marshack whatsoever. Nor do the OPP
5 Declarations of Trustee’s attorneys Hays and Mamlyuk attest to anything said in this
6 quote. Clarke’s Decl, Exh.7 is the only thing cited to as proving the above quote, but
7 Clark has no personal knowledge, because Clarke is NOT one of Greyson’s attorneys
8 whose work is billed to Phoenix, by Greyson, in the 2,480 Greyson to Phoenix
9 invoices that bill Phoenix for the contracted for \$2,000 per state court lawsuit price,
10 per the written contract between Greyson and Phoenix. (2,480 invoices are **Exhibit A**
11 to Han Trinh’s Decl to this Reply (“Han Reply Decl.”). The list of which Greyson
12 attorneys, who appeared as local counsel, for Phoenix, on a 1099 basis, defending
13 clients in each those 2,480 state court cases in the cases, is **Exhibit B** to Han Reply D.

14 Han’s Reply Decl attests that neither “local counsel” attorneys Clarke or
15 Dearwester, were attorneys Greyson provided to Phoenix, to defend the 2,480 state
16 court cases, for which Greyson sent the 2,480 \$2,000 invoices to Phoenix, so they
17 have no personal knowledge of the work billed in the 2,480 invoices. Exhibit 7 to
18 Clark’s deposition, which is the only “authority” cited, is a proposed employment
19 contract between Phoenix and Clark, dated 6/16/23, only signed by Clark, and does
20 not prove anything in the quote.
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1 Contrary to this false quote, there was no “thuggish” Greyson master plan. What
2 there was, and is, is a binding signed contract between Greyson and Phoenix, which
3 the LPG bankruptcy estate is liable to pay Greyson for, because **Phoenix is LPG’s**
4 **alter ego**, and because it was LPG that received the **benefit** of Greyson sending
5 Greyson attorneys to appear, on a 1099 basis, to defend the consumer clients in the
6 2,480 suits. (Han Reply Decl, March Reply Decl, see Diab Decl signed 4/14/24)
7
8

9 LPG received the **benefit** of that work because Phoenix returned all the clients files
10 to LPG, by the dkt.77 “avoidance” Stipulation, and dkt.365 Order on Stipulation, and
11 LPG immediately thereafter sold the all the returned files to Morning Law for over 40
12 million dollars. (Han Reply Decl., March Reply Decl.)
13

14 OPP p12, lines 1-3 has no basis in fact or law, for opining that the LPG bankruptcy
15 estate has the option of paying the Greyson attorneys directly, what (if anything)
16 Trustee thinks is appropriate, for their work in the 2,480 suits. (March Reply Decl).
17 Because LPG is Phoenix’s alter ego, LPG’s bankruptcy estate is bound to honor that
18 post-petition contract between Greyson and Phoenix. (March Reply Decl)
19
20

21 The testimony of Phoenix managing attorney Ty Carss, at the 6/12/23 court
22 hearing, is that Phoenix was so slow paying attorneys appearing for Phoenix in state
23 court suits, that many of the attorneys told Carss that they would not work for Phoenix
24 directly, that those **attorneys were only willing to represent Phoenix in defending**
25 **state court suits, through Greyson contracting with Phoenix:**
26
27
28

1 “A Well, again, the payment processing through Phoenix was so slow that a lot of
2 these attorneys [“Local Counsel” attorneys appearing in state court suits for
3 Phoenix] were wondering how they were going to get paid. And then they—
4 many of them, as I noticed, their e-mails all started changing from LPG e-mails
5 to Greyson e-mails. **And many of them told me that they would not take**
6 **assignments unless it was through Greyson.**” [6/12/23 hearing transcript,
p.201, lines 7-8; bold/underline added for emphasis]

7 Accord: Consistent with Carss testimony, Han’s Reply Decl. attests that before they
8 worked for Greyson, some “local counsel” attorneys had done state court defense
9 work for Phoenix directly, but that the attorneys told Han that Phoenix paid them very
10 slowly or not at all, so the attorneys were no longer willing to work for Phoenix
11 directly, and would only work through Greyson.
12

13
14 LPG’s bankruptcy estate is liable to pay Greyson, **per the Greyson-Phoenix**
15 **contract**, the \$2,000 per state court suit, for each of the 2,480 suits where Greyson
16 attorneys--provided by Greyson--appeared, defending consumer clients in those state
17 court suits. (Han Reply Decl).
18

19 It is irrelevant that many of the attorneys who defended the 2,480 suits had
20 previously been employed by LPG. LPG had failed. Many of those attorneys next
21 worked for Oakstone, which also failed. Some then worked for Phoenix. Later many
22 of the ex-LPG attorneys became employees of Greyson. (All in Han Reply Decl.).
23 Attorneys are not slaves or indentured servants: they are entitled to leave one law
24 firm, to work for another, as they wish, even if the law firms aren’t failing (March
25 Reply Decl). OPP doesn’t allege, much less have any authority, that attorneys that
26
27
28

1 previously worked for LPG, were prohibited from being employed by different firms.

2 There is no such authority.

3 Ty Carss additionally admitted, in his testimony, that Phoenix required attorneys in
4 many states throughout the country, and didn't always have attorneys readily available
5 to take cases out of state, and "oftentimes" needed attorneys on an emergency basis,
6 and that it takes time, work and sweat to locate and hire counsel out of state:
7

8
9 Q: You could have picked up the phone to -- we -- talk about Indiana. You could
10 have called counsel in Indiana and say, "Hey, I need you to -- there's -- I got a
11 -- I got a pleading that's due in 48 hours. Yeah. I need you on this case. Will
12 you take the case?" You could have done that, right?

13 A: I could have, and I did in a few states.

14 Q: Right. Okay. But it was -- that's something that's -- that takes time, right?

15 A: Correct.

16 Q: It takes work.

17 A: Correct.

18 Q. Takes sweat, right?

19 A: Absolutely.

20 Q: And oftentimes, you don't have time for that, right.

21 A: I do not.

22 Q: Right. And so that's where you -- sometimes you have to pay a premium for
23 that -- to do that, right -- to get those counsel, right?

24 A: Correct.

25 Q: Okay. And so if they -- and, again, if Greyson was charging exorbitant fees,
26 you could have gone to somebody else to do that work. ...

27 A: Correct."

28 [6/12/23 court transcript, see p205, quote is p.206, line 12 - p.207, line 12]

29 This testimony shows that Greyson was doing important, time-consuming, often
30 emergency basis, administrative work, by Greyson providing Greyson attorneys to
31 defend consumer clients, for Phoenix, in out of state lawsuits. It was proper for

1 Greyson to charge Phoenix for the administrative work Greyson was doing, above
2 what Greyson would owe and pay Greyson's attorneys, which Greyson deployed to
3 defend the 2,480 suits. (Han Reply Decl.)
4

5 **B. OPP, p. 7, lines 15-17, has No Evidence, and is Contrary to Greyson's**
6 **Uncontroverted Evidence, where OPP alleges:**

7 "A few months after the Court-approved sale, Greyson filed this Motion, looking
8 to collect its "rental fee" from Debtor's estate under the guise of a legitimate
9 administrative expense that was supposedly beneficial to debtor."

10 It's not surprising that OPP cites no authority for this blatantly false allegation. There
11 was and is no "rental fee." What there is, is an enforceable contract between Greyson
12 and LPG alter ego Phoenix, pursuant to which Greyson supplied Greyson attorneys to
13 defend consumer clients in 2,480 state court suits, for the contracted for price of
14 \$2,000 per suit.
15
16

17 Greyson's administrative motion is a valid administrative claim to enforce the
18 signed Greyson-Phoenix contract, which the LPG bankruptcy estate is liable for,
19 because it is a post-petition contract, and Phoenix is the alter ego of debtor LPG, and
20 LPG (which got all the clients back from Phoenix, by the dkt.77 "avoidance"
21 Stipulation, and immediately sold all the clients to Morning Law) received the **benefit**
22 of the Greyson attorneys appearing in the 2,480 state court suits, to defending the
23 consumer defendants, so those suits did not turn into defaults/default judgments.
24
25

26 OPP at p.12, lines 2-3 is error of law where it states Trustee "...intends to fairly
27 compensate Local counsel based on actual benefit provided to consumers." Trustee is
28

contractually obligated to perform the Phoenix-Greyson contract, to pay Greyson the \$2,000 per lawsuit contracted for amount. Greyson will pay some of that money to pay Greyson's attorneys, and will use some of that money to compensate Greyson, for Greyson's work. (Han Reply Decl) Trustee/the LPG bankruptcy estate are not allowed to ignore the Greyson-Phoenix contract, to pay Greyson zero for Greyson's work, and to maybe (or maybe not), pay the Greyson attorneys some lesser amount (if any) that Trustee decides is all Trustee wants to pay those attorneys.

C. OPP.p.5 Lacks Evidence, and is Irrelevant to Greyson, where it alleges:

“By January 2023, stakeholders at LPG decided to stiff the creditors by essentially ‘killing’ the Debtor by fraudulently transferring all of its assets and then filing bankruptcy. They called this the hard part...Rubin Decl....Exh.23”.

It is notable that OPP has **no Declaration of Chapter 11 Trustee Marshack**, and that the Declarations of attorneys Hays and Mamlyuk to OPP don't prove, or even allege this. Plus, allegation is fatally vague, as there is nothing identifying “stakeholders”. Movant Greyson was not incorporated until 5/12/23—which is long after LPG filed bankruptcy on 3/20/23—and has no relationship with LPG. **Greyson is certainly not a “stakeholder” in LPG, so this sentence is irrelevant to Greyson’s administrative claim Motion.** Tony Diab’s Declaration filed 4/2/24, and attached here also, attests that LPG never transferred any LPG client files, or any LPG money, to Greyson. Ditto: ¶10 Scott Eadie Decl filed 4/2/4; Han Reply Decl. OPP has no evidence that LPG transferred any client files, or any LPG money to Greyson, so that is

1 uncontroverted.

2 Han and Jayde Trinh were W-2 employees of LPG on straight salaries, no bonuses,
3 and were never officers, directors, or shareholders, insiders, or anything except W-2
4 employees of LPG. See Han Trinh Decl, and Jayde Trinh Decl, being filed 4/18/24 in
5 Reply to Trustee's OPPs to Han and Jayde administrative claim motions [dkt.674 Han,
6 dkt.675 Jayde], here incorporated by reference as if set forth in full.
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9 Attorney Hays Declaration to OPP alleges Han and Jayde are "insiders" of LPG,
10 but there is no evidence proving that, and Han and Jayde do not meet the 11 USC
11 §101(31) definition of insider. The people running LPG were Tony Diab and
12 managing attorney Daniel March, Esq. (Han Reply Decl, Jayde Decl). Han and Jayde
13 Trinh were doing essential administration work, administering LPG's 50,000 client
14 files, including the suits in state court, each needing local counsel. But they did not
15 run LPG, they only administered client files. (Id) The Exhibits to Rubin's Decl
16 [dkt1099]. though not admissible, show Han and Jayde doing administration, but do
17 not show that Han or Jayde were running LPG.
18
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21 **D. OPP p.10, line 24, to p.11, line 3, has No Evidence, and No Law, where it**
22 **alleges:**

23 "There is no fairness principle that would be violated by refusing to allow a
24 fraudulent transferee to recover, as an administrative expense claim, for any
25 damages that it may have incurred by being unable to benefit from the fraudulently
26 transferred assets."

27 Irrelevant, as Greyson did not receive any fraudulent transfers from LPG, ever. (Han,
28 Eadie, Diab decls cited supra) OPP has ZERO evidence that Greyson received any

1 fraudulent transfers from LPG, and the evidence is uncontroverted that Greyson did
2 NOT receive any fraudulent transfers from LPG. As Han Trinh testified in her
3 3/20/24 deposition (which OPP does not cite at all, because Han's testimony is
4 contrary to OPP's unsupported allegations), and as Han attests in Han's Reply Decl.,
5 LPG did not transfer any LPG client files to Greyson (all the files LPG transferred out
6 of LPG were transferred before LPG filed bankruptcy on 3/20/24, and present
7 Greyson was not incorporated until 5/12/23), and did not transfer any LPG money to
8 Greyson, ever. Tony Diab's Declaration filed 4/2/24, and filed again here, attests that
9 LPG never transferred any LPG files to present Greyson., and that LPG never
10 transferred any LPG money to present Greyson. Plus this OPP allegation is wrong on
11 law, see briefing at XI. A infra.

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16 **E. OPP, p.12, lines 9-22, is error of law, and clear error of fact:**

17 That section of OPP alleges Greyson's administrative claim is subject to
18 disallowance per OPP 11 USC §502(d). The uncontroverted evidence proves Greyson
19 did not receive any fraudulent transfers. But §502(d) only disallows proofs of claim
20 (which are filed under 11 USC §501) and does not disallow not motions for allowance
21 and payment of administrative claims (which are filed under 11 USC 503), as briefed
22 at IX. A infra this Reply

23
24
25 **F. OPP, p7 is also error of law and clear error of fact, where OPP alleges**
26 **(with no authority whatsoever) that:**
27
28

1 “...the order avoiding the fraudulent transfers to Phoenix made clear that the
2 bankruptcy estate was recovering the assets but was not being subjected to
3 Phoenix’s debts”.

4 See briefing at **X.** *infra*, that the LPG bankruptcy estate cannot “stipulate out” of its
5 liability to pay debts for work that benefitted LPG, which LPG’s alter ego, Phoenix,
6 owes Greyson. See briefing at **XI. B** *infra*, that Greyson/Han/Jayde are not bound by
7 the *dk.77* Stipulation, which was only a Stipulation between Trustee on the one hand,
8 and Phoenix/Carss/Tan on the other hand. Settled law (briefed in **XI. B** *infra*) is that
9 only persons/entities which sign a stipulation are bound by it. Plus, all the *dk.365*
10 Order did, was to grant Trustee’s [*dk.176*] Motion that moved the Court to Order the
11 *dk.77* Stipulation as an Order, which did not broaden the scope of what parties are
12 bound by the Order, beyond the signatories of the *dk.77* Stipulation. Section **XI. B.**
13 also briefs many additional why neither the *dk.77* Stipulation, nor the *dk.365* Order,
14 relieve the LPG bankruptcy estate of its liability to Greyson, to perform the
15 postpetition contract incurred by LPG’s alter ego, Phoenix.

16 **G. OPP p.10, line 27 to p11, line 3, Lacks Evidence and Law where it says :**

17 “To the contrary, allowing Greyson—whose stakeholders were formerly
18 managing the Debtor, then proceeded to defraud the Debtor, and are now
19 intending to engage in the same business as the Debtor—to recover ahead of
20 those injured by the debtor. Allowing Greyson an administrative claim to the
21 detriment of the consumer clients, would violate fairness principles.”

22 There is no evidence to OPP of any of this. Instead, all the evidence is to the
23 contrary. Greyson is owned 100% by Scott Eadie, Esq., who is managing attorney of
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1 Greyson, and never managed Debtor. Nor did Han or Jayde manage Debtor. Greyson
2 never defrauded debtor. Greyson providing Greyson attorneys to defend consumer
3 clients for \$2,000 per state court suit (clients which had been LPG clients, then were
4 transferred to Phoenix, and then were transferred back to LPG by the dkt.77
5 “avoidance” stipulation), benefitted the consumer clients, and benefitted LPG,
6 which soon thereafter sold those and the other recovered LPG files for over 40 million
7 dollars, to Morning Law.
8
9

10 **H. OPP p8, p. 6, Lacks Any Evidence and Is Contrary to Greyson’s**
11 **Uncontroverted Evidence, in alleging:**

12 “Greyson failed to provide any benefit to the estate”
13
14 This is false and is contrary to all the evidence. Greyson providing Greyson attorneys
15 to appear in the 2,480 state court lawsuits, to defend consumer clients in those 2,480
16 suit, benefitted LPG’s bankruptcy estate, because it would have been much more
17 difficult for Trustee Marshack to sell LPG’s consumer client files to Morning Law—
18 or anyone else-- if 2,480 of those files were in default or had default judgments
19 against them, and no buyer would have paid as much (or bought at all) under those
20 circumstances. (Han Decl).
21
22

23 This Court itself, at the 6/12/24 court hearing, stated repeatedly that protecting
24 the consumer clients was the Court’s uppermost concern [transcript p.39, lines 4-13;
25 p.45, lines 8-15]. Moreover, where OPP at p.12, lines 2-3 states Trustee “...intends to
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1 fairly compensate Local counsel based on actual benefit provided to consumers”,
2 discussed supra, is an admission that defending consumers in 2,480 suits has benefit.

3
4 Trustee/the LPG bankruptcy estate is not allowed to ignore the Greyson-
5 Phoenix contract, to pay Greyson zero for Greyson’s work, and to maybe/maybe not
6 pay the Greyson attorneys some lesser amount (if any) that Trustee decides is all
7 Trustee wants to pay those attorneys. As discussed supra this section, the LPG
8 bankruptcy estate is liable to perform the post-petition contract that LPG’s alter ego,
9 Phoenix, entered into with Greyson, to pay Greyson the \$2,000 per suit contracted for
10 amount. Greyson will use some of that \$2,000 per suit amount, to pay Greyson’s
11 attorneys, who did the defense of the 2,480 state court lawsuits, what Greyson owes
12 them.
13
14

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16 It should also be noted that the motions for allowance and payment of
17 administrative claims filed by some of “local counsel” attorneys, do NOT duplicate
18 what Greyson’s dkt.676 Motion seeks payment for. See e.g., Exh.34 to Mamlyuk Decl
19 [dkt.1105, Page 186], an email from Local counsel David Orr’s attorney, to Trustee
20 attorney Mamlyuk, telling Mamlyuk there is no overlap/duplication.
21

22 **I. OPP, p.6, lines 18-19 is Fatally Vague, and is Not Proven by what it cites:**
23

24 “Mr. Diab, in turn, was sending out missives from his admin email to Han and
25 Jayde, who carried out his orders. Rubin Decl, Ex.23,24.”

26 This allegation is fatally vague as to what orders Diab gave and as to whether or
27 not Han and Jayde carried out those orders. The only thing OPP cites as support is
28

Exhs.23 and 24 to Rubin's Declaration, which do not establish that Han or Jayde did anything. Exh.23 is an email Diab sent to LPG's head of client relations (Reid Hunt) and to Han Trinh. Exh.23 does not tell Reid Hunt or Han to do anything. All Han did is to forward that email to Jayde Trinh (that is Ex.24). Ex.23 and 24 do not prove that Reid or Han or Jayde (or Reid) "carried out Diab's orders."

II. THINGS TRUSTEE'S OPP DOES NOT DENY

A. OPP Does Not Deny that Phoenix is the Alter Ego of Debtor LPG

OPP does not deny that Phoenix is the alter ego of Debtor LPG. OPP cannot deny that, because Trustee's Motion [dkt.4, filed 5/25/23] and the Declarations thereto, asserted that Phoenix is the alter ego of LPG. See, e.g., Trustee's Omnibus Emergency Motion for Turnover etc. [dkt. 4, filed 5/25/23] at p.1, footnote 1 states:

"The Alter Egos include, but are not limited to: OakStone Legal Group, P.C. ("OakStone"); Greyson Law, P.C. ("Greyson"); Phoenix Law Group, P.C. (Phoenix); LGS Holdco., LLC; Consumer Legal Group, P.C. ("CLG"); Maverick Management, LLC ("Maverick"); Vulcan Consulting Group, LLC ("Vulcan"); Strategic Consulting Solutions, LLC ("SCS"); BAT Inc. d/b/a Coast Processing ("Coast Processing"); Prime Logix, LLC ("Prime Logix"); Tony Diab; Rosa Loli aka Rosa Bianca Loli aka Bianca Loli ("Rosa Loli"); Lisa Cohen and/or any other alias', agents or corporate entities affiliated with same (collectively referred to herein as "Alter Egos" unless specifically identified)."
[bold/underline added for emphasis]

Plus see Trustee's Status Report [dkt. 45, filed 6/12/23], page 3, lines 10-12 (stating same), and Trustee's Second Amended Complaint ["SAC", dkt.226, filed 10/13/23], ¶73 ("These new law firms are alter egos of the Debtor and include Oakstone and

1 Phoenix...”) and SAC’s First Claim for Relief ¶2 (“...LPG, or any one or more of its
2 alter ego entities, including but not limited to, Oakstone; **Phoenix**...”).

3
4 The Declaration of Russ Squires, filed in support of Trustee’s Motion
5 [Declaration is dkt. 5, filed 5/25/23], at ¶11-12, attests that Tony Diab formed certain
6 entities, including **Phoenix**, to receive clients and files of LPG, and that “..employees,
7 clients and files ... were allegedly transferred, assigned and/or hypothecated to
8 Oakstone, CLG and **Phoenix**.”

9
10 At ¶15, Squires attests that:

11
12 “...post-petition, employees of **Phoenix**, OakStone and/or CLG, including Mr.
13 Diab himself, controlled, serviced and provided legal advice to LPG clients,
14 initiate ACH/EFT’s from those clients’ financial accounts and utilize LPG’s
15 merchant accounts with LPG’s ACH processing companies, such as Revolv3.”

16 It is uncontroverted that Phoenix is an alter ego of LPG.

17 Federal Courts apply the state law test for alter ego, of the state the federal court is
18 located in. Thus, federal courts located in California (including bankruptcy courts)
19 apply the California state law test for when alter ego liability should be applied.

20
21 California case law is well settled: a leading California Court of Appeals case is
22 *Troyk v. Farmers Grp., Inc.*, 171 Cal.App.4th 1305, 1341 (Cal. Ct. App. 2009), which
23 quotes the 1991 California Court of Appeal case *Las Palmas Assocs. v. Las Palmas*
24 *Ctr. Assocs.*, 235 Cal.App.3d 1220, 1249 (Cal. Ct. App. 1991) for the proposition that
25 “Alter ego liability is not limited to the parent-subsidary corporate relationship;
26 rather, ‘**under the single enterprise rule**, liability can [also] be found between sister
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28

1 [or affiliated] companies.” *Cam-Carson v. Carson Reclamation Authority*, 82
2 Cal.App.5th 535, 549 (Cal. Ct. App. 2022), quotes *Troyk* (p.1341) for this point.
3
4 *Cam-Carson*, at 550, quotes the *Troyk* (p.1342) test for how to determine if two
5 corporations constitute a “single enterprise”, as follows:

6 “Factors for the trial court to consider **include** the **commingling of funds and**
7 **assets of the two entities**, identical equitable ownership in the two entities, use
8 of the same offices and employees, disregard of corporate formalities, identical
9 directors and officers, and **use of one as a mere shell or conduit for the**
10 **affairs of the other**. [Citation.] ‘**No one characteristic governs, but the**
11 **courts must look at all the circumstances to determine whether the**
12 **doctrine should be applied**.’ ” [bold/underline added for emphasis]

13 Federal Courts located in California (i.e., this Bankruptcy Court) apply this California
14 state law test for alter ego. *Kayne v. Ho*, No. LA CV09-06816 JAK (CWx), 2012 WL
15 12878753 (C.D. Cal. 2012) at *8 discusses the California state law “single enterprise”
16 test in detail:

17
18 “The “single enterprise” theory can also support a claim for alter ego liability.
19 This theory, which was first described in *Las Palmas Associates v. Las Palmas*
20 *Center Associates*, 235 Cal. App. 3d 1220, 1248-50 (1991), provides that, if the
21 defendants act as a single enterprise, sister corporations can have alter ego
22 liability even if one does not own stock in the other. The court explained that “it
23 would be unjust to permit those who control companies to treat them as a single
24 or unitary enterprise and then assert their corporate separateness in order to
25 commit frauds and other misdeeds with impunity.” *Id.* at 1249. Thus, the single
26 enterprise theory applies when the decisionmaker finds “that though there are
27 two or more personalities, there is but one enterprise; and that this enterprise
28 has been so handled that it should respond, as a whole, for the debts of certain
component elements of it.” *Id.* at 1249-50 (internal quotations omitted). To
assert liability under this theory, stock ownership is not necessary. *See*
Greenspan v. LADT, LLC, 191 Cal. App. 4th 486 (2010); *Troyk v. Farmers*

1 *Group, Inc.*, 171 Cal. App. 4th 1305, 1341-43 (2009) (finding no abuse of
2 discretion in applying single enterprise doctrine where one company neither
3 owned nor controlled stock in the other, but exercised managerial and
4 administrative control).”

5 *Kayne* ruled the federal complaint sufficiently alleged two corporations were alter
6 egos, pursuant to the California state law “single enterprise” test.

7 *C.H. Belt & Associates, Inc v. East & West Gourmet Food, Inc.*, SA CV 16-1953-
8 DOC (DFMx), 2017 WL 11631509 at *3 (C.D. Cal. 2017), applied the California
9 state law “single enterprise” test for alter ego to grant default judgment the several
10 corporate defendants were alter egos of each other. See *Consumerdirect, Inc. v. Array*
11 *US, Inc.*, 8:21-CV-01968-JVS(ADSx), 2023 WL 6165732 at *7 (C.D. Cal. 2023) (“If
12 Pentius [first corporation] is treated as Aarry’s [second corporation] alter ego...the
13 two corporate identities collapse into a ‘single enterprise,’ ” citing *Cam-Carson*).
14
15

16 Applying the California state law “single enterprise” rule of *Troyk, Cam-*
17 *Carson*, and of other California Court of Appeal cases that follow *Troyk* and *Cam-*
18 *Carson*, to LPG and Phoenix, to determine whether LPG and Phoenix are alter egos
19 of each other, pursuant to the “single enterprise” California state law test for alter ego,
20 compels finding that LPG and Phoenix are alter egos of each other: When LPG got
21 into financial trouble, Tony Diab, who controlled LPG, set up Phoenix, which Diab
22 controlled, and transferred tens of thousands of LPG clients to Phoenix, and
23 transferred LPG money to Phoenix. Phoenix was under the domination of Diab and
24 LPG to the point where Phoenix had no separate existence, and was just an
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1 instrumentality of LPG.

2 Even if Trustee attorney Celentino had not admitted to this Court, at the 6/12/23
3 court hearing in the LPG case, that Greyson is NOT an alter ego of LPG, applying
4 this same “alter ego” test to LPG and Greyson compels ruling Greyson is not the alter
5 ego of LPG: LPG did not transfer any LPG files to Greyson, LPG did not transfer any
6 LPG money to Greyson, Greyson was never controlled by Diab, and Diab had no
7 ownership interest in Greyson. Moreover, at the 6/12/23 Court hearing, Trustee lead
8 special counsel Celentino admitted to the Court, on the record that Greyson was not an
9 alter ego of LPG. Though Celentino alleged Greyson had received funds fraudulently
10 transferred from LPG to Greyson, that allegation is false. LPG did not transfer any
11 funds to Greyson, ever. Greyson did get paid some money by Phoenix, pursuant to
12 the Phoenix-Greyson contract where Phoenix contracted, postpetition, to pay Greyson
13 \$2,000 per state court lawsuit, for Greyson attorneys to appear on a 1099 basis for
14 Phoenix, to defend Phoenix clients in those state court suits. (Han Trinh Decl to this
15 Reply, Tony Diab Decl to this Reply). The services provided in those suits was
16 reasonably equivalent value for the \$2,000 per suit payment. However, Phoenix paid
17 very little of the $\$2,000 \times 2,480 = \$4,960,000$ that Phoenix owed Greyson. Because
18 Phoenix is an alter ego of LPG, LPG is liable to pay Greyson for Greyson’s services.
19 That is only fair because the 2,480 clients Greyson attorneys defended in state court
20 suits were LPG clients which Diab had caused LPG to transfer to Phoenix, and which
21 were later transferred back to Phoenix (per the dkt.77 “avoidance” Stipulation in the
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adversary proceeding), and LPG then sold all LPG's clients to Morning Law, for millions of dollars. (Diab Decl hereto, March Decl attaching dkt.77 Stipulation, Han Trinh Decl hereto attaching the 2,480 Greyson invoices billing Phoenix \$2,000 per case for Greyson attorneys defending Phoenix (aka LPG) consumer clients in the 2,480 state court suits).

B. Opp Does Not Deny that Phoenix' Managing Atty Carss, Testified at the 6/12/24 Hearing About the Greyson-Phoenix \$2,000 Per Lawsuit Contract

Attorney March's Declaration to Greyson's [dkt.676] Motion- in- hief ("MIC") attaches, as **Exhibit G**, the full transcript of the 6/12/23 Bankruptcy Court hearing in the LPG adversary proceeding. Pages 196-212 of the transcript is where Phoenix managing attorney Ty Carss testified about the \$2,000 per lawsuit contract.

At p.200, line 23 through p.202, line 1, Carss testified that yes, **per instruction of Diab**, Phoenix hired Greyson attorneys to assist the Phoenix clients formerly of LPG. Carss testified he did this because the Greyson attorneys would not work for Phoenix directly [Carss testimony saying this is quoted in I., supra]

At p.202, lines 17-20 Carss testified that "...**after I started** assigning these cases or **asking Greyson to assign these cases**, I started immediately getting invoices for **\$2,000 per case**".

At p.205, line 13 through p.306 line 5, Carss testified that it was "correct" that Phoenix required attorney in many states throughout the county to handle its clients, and that "oftentimes" counsel would be needed on an exigent basis.

At p.207, lines 7-18, Carss testified:

“Q: Okay. and so if they—and, again, if Greyson was charging exorbitant fees, you could have gone to somebody else to do that work. You could have—in other words, say, if you don’t have time to do it, you could have hired somebody to do that, right?”

A. Correct.

Q. Okay. but you chose not to, right?

A. Well, I was informed that this was the way that we were going to do it.

Q. Did Greyson inform you of that? Did somebody from Greyson tell you this is the way we’re going to do it.

A. Not from Greyson.”

This testimony by Carss confirms the existence of the Greyson-Phoenix \$2,000 per lawsuit agreement.

C. OPP does not deny that Dinsmore firm/its field agents Seized the signed Greyson-Phoenix \$2000 per lawsuit contract in the 6/2/23 Lockout of Greyson from Greyson’s office

OPP does NOT deny that the Dinsmore firm/its field agents seized the signed Greyson-Phoenix \$2000 per lawsuit contract in the 6/2/23 Lockout of Greyson from Greyson’s office, which Han Decl. to Motion in Chief (“MIC”), and Reply Decl attests was in Hans locked office at Greyson, and was gone after the 6/2/23 lockout.

D. OPP does not deny that Dinsmore Firm/its Field Agents have Possession of the signed Greyson-Phoenix \$2000 per Lawsuit Contract

OPP does not deny that Trustee’s special counsel, Dinsmore & Shohl, LLP/its field agents, have possession of the seized Greyson-Phoenix \$2,000 per state court case contract—signed on or about 5/19/23—by Greyson and Phoenix, from Han

1 Trinh's locked room in Greyson's offices. Han Trinh's Decl. to MIC and to this
2 Reply are uncontroverted on that point.

3
4 **E. OPP does not deny that Greyson served a *Request to Produce Documents***
5 **on Dinsmore firm on 2/29/24, requesting Trustee, to produce the signed**
6 **Greyson-Phoenix Contract that Dinsmore firm had seized on 6/2/23, from**
7 **Greyson's Office, but Neither Dinsmore firm, nor Trustee's Marshack**
8 **Hays firm, has produced the signed contract**

9 OPP does not deny that Greyson, by attorney March of The Bankruptcy Law Firm
10 PC, on 2/29/24, served a *Request to Produce Documents* ("RPD") on Trustee counsel,
11 requesting Trustee to produce the fully signed Greyson-Phoenix \$2,000 per lawsuit
12 contract, which Dinsmore firm attorneys/field agents seized from Greyson's office in
13 the 6/2/23 Lockout, but that Trustee has not produced that document. (March reply
14 Decl hereto, copy of the RPD is attached as **Exhibit A** to March Decl).

15
16 Trustee's *Response* [**Exhibit B** to March Decl hereto] to Greyson's *Request to*
17 *Produce Documents*, is an improper, evasive attempt to "stonewall" on producing the
18 signed Greyson-Phoenix Contract, seized by Trustee's counsel, the Dinsmore
19 firm/their field agents. (March Decl) Trustee's *Response* (on "header" of Marshack
20 Hays firm and signed by attorney Ed Hays) states:

21
22
23 **"REQUEST FOR PRODUCTION NO. 2:**

24 Produce to Greyson, the fully signed written contract between Greyson Law
25 Center PC, and Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per
26 lawsuit, for Greyson attorneys to appear for Greyson, to defend 11 Phoenix
27 clients in lawsuits in which Phoenix consumer debtor clients were being sued
28 for alleged unpaid consumer debts--which fully signed contract was seized from

Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite 400B, Irvine, CA 92612), in the 6/2/23 Lockout.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901. Argumentative, misstates evidence and misleading. Subject to and without waiving said objections: After a diligent search and reasonable inquiry **no such document exists nor has it ever existed based on representations by Phoenix Law, PC's managing director, William Ty Carss**, who was the only person who would have been authorized to sign such a contract on behalf of Phoenix Law, PC absent a forgery.”

Read it carefully: Trustee's *Response* does NOT say no such document exists or has ever existed. All this *Response* says is that Ty Carss (allegedly) says no such document exists or ever has existed. Greyson counsel March sent several “meet and confer” emails (attached as **Exhibit C** to March Decl hereto) to both Trustee firms: Dinsmore Firm, and Marshack Hays Firm, pointing out that saying Ty Carss (allegedly) says the document (signed Greyson-Phoenix Contract) does not exist, does NOT prove the document does not exist. March's emails in **Exhibit C** point out that Greyson doesn't care what Ty Carss (allegedly) says; that what Ty Carss (allegedly) says **does not excuse Trustee** from producing the seized contract; and that if Trustee wants to contend the seized contract is a forgery, Trustee is still be required to produce the contract, and then can argue it is a forgery.

Failure of Trustee, by his attorneys, to produce the seized contract, based on the invalid excuse stated in Trustee's Response to Request for Production No.2, quoted supra, is a blatant violation of Trustee's duty to produce the seized contract.

Trustee's *Response*, and failure to produce the seized contract, is **stonewalling**.
If the seized contract is not produced to Greyson's counsel, before the 4/25/24
hearing on Greyson's dkt.676 Motion, that will be **spoliation of evidence**, which
requires ruling against Trustee. Han Trinh's Decls. to MIC, and to this Reply, are
uncontroverted that Trustee's special counsel, the Dinsmore firm/their field agents,
seized the signed Contract from Han's locked room in Greyson's office on 6/2/23.
Since they seized the signed Contract, they had and have a duty to safeguard the
seized document. If it has "disappeared" while in the custody of Trustee's special
counsel/their field agents, Trustee is liable for that "disappearance".

Note there is **no** Declaration of Ty Carss to OPP, alleging that the signed
Greyson-Phoenix contract never existed, and there is **no** Declaration of Rose Bianca
Loli to OPP, denying that Loli signed that contract. Han Reply Decl. attests that Loli
signed that Contract, that Han is familiar with Loli's signature, and that Loli is listed
in Phoenix' newsletter of 2/23 as "CEO" of Phoenix, equal on the organizational chart
to Ty Carss "Managing attorney". See Diab Decl. hereto, signed 4/14/24 re Loli.

**III. OPP P.8, LINE 1, MAKES THE UTTERLY BAD FAITH ARGUMENT
THAT GREYSON HAS NOT PROVIDED A COPY OF THE SIGNED
GREYSON-PHOENIX CONTRACT, WHEN TRUSTEE'S ATTORNEYS
SEIZED THAT CONTRACT IN THE 6/2/23 LOCKOUT AND HAVE IT
(NOT DENIED BY OPP), BUT HAVE STONEWALLED PRODUCING IT**

OPP, p.8, line 1, is utterly in bad faith in arguing that Greyson has not provided
a copy of the Contract, when Trustee counsel knows full well that Trustee's attorneys

1 have the seized signed contract, and have not returned that seized signed contract to
2 Greyson, despite Greyson's multiple requests that Trustee's counsel return the signed
3 contract to Greyson. Those requests are attested to in March Decl to this Reply: (1)
4 Greyson, on 12/6/23, set for hearing on 1/6/24, moved for return of seized items, but
5 due to multiple continuances that motion has not been heard and is a present continued
6 to after the 4/25/24 hearing on Greyson's administrative claim motion. (2) When this
7 court continued the hearing on the administrative claim motions [Order of continuance
8 is dkt.818, filed 1/8/24] saying: "The continuance will permit the parties to continue
9 the voluntary exchange of documents for the purposes of analyzing claims and
10 defenses," March emailed Trustee counsel, asking Trustee to produce the seized
11 contract, request ignored. (3) March's firm, for Greyson, served Greyson's *Request to*
12 *Produce Documents*, served on 2/29/24, to get the seized signed contract, as is
13 discussed immediately supra. Trustee *Response* stonewalled..

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18 **IV. GREYSON IS ENTITLED TO PROVE, AND HAS PROVEN, THE**
19 **EXISTENCE & TERMS OF THE GREYSON-PHOENIX CONTRACT,**
20 **WHICH TRUSTEE'S ATTORNEYS SEIZED FROM GREYSON'S**
21 **OFFICE ON 6/2/23**

22 **A. FRE Rule 1004 Makes Declarations of Han Trinh and Tony Diab,**
23 **Plus Carss 6/12/23 Testimony, Admissible to Prove the Existence of,**
24 **and Content of, the signed Greyson-Phoenix, \$2,000 per lawsuit,**
25 **Contract**

26
27 FRE Rule 1004 (*Admissibility of Other Evidence of Content*) states:
28

1 “An original is not required and **other evidence of the content of a writing,**
2 recording, or photograph **is admissible if:**

3 (a) all the originals are lost or destroyed, and not by the proponent acting in
4 bad faith;

5 (b) an original cannot be obtained by any available judicial process;

6 (c) **the party against whom the original would be offered had control of**
7 **the original; was at that time put on notice, by pleadings or otherwise,**
8 **that the original would be a subject of proof at the trial or hearing; and**
9 **fails to produce it at the trial or hearing;** or

10 (d) the writing, recording, or photograph is not closely related to a
11 controlling issue.” [bold/underline added for emphasis]

12 FRE Rule 1004 allows Han to attest to the terms and signature of the Greyson-
13 Phoenix Contract. Both Han Decl. to MIC and to this Reply do so, as do both Diab
14 Decls. hereto, and 6/12/23 testimony of Ty Carss of Phoenix. .

15 Greyson’s counsel March, of The Bankruptcy Law Firm, PC, attests, in her
16 Decl. hereto, that March’s firm on 2/29/24 served Trustee Marshack with a proper
17 *Request to Produce Documents*, requesting Trustee to produce the Greyson-Phoenix
18 Contract, and requesting Trustee to produce additional highly relevant documents.

19 Greyson is the proponent of the Greyson-Phoenix signed Contract, and
20 therefore is entitled to prove the existence and content of the signed Contract, by
21 Declaration testimony of Han Trinh and Tony Diab, and by the testimony of Phoenix
22 managing attorney Ty Carss (quoted supra) at the 6/12/23 court hearing.

23 Diab’s Declaration was filed 4/2/24 and is attached again, to this Reply. Diab
24 testified (at p.5, lines12-25 of his Declaration) that Diab participated in negotiation of
25 the \$2,000 per case contract between Greyson and Phoenix, and “in the assignment of
26
27
28

1 Phoenix clients to attorneys employed by Greyson, which assignments were for the
2 purposed of defending Phoenix consumer debtor clients in collection actions”. Diab’s
3 second Declaration hereto, signed 4/14/24 attests Diab told Loli to sign Contract for
4 Phoenix and Loli told Diab she had taken care of signing for Phoenix.
5

6 The requirements of FRE Rule 1004 are met here: Trustee’s attorneys, the
7 Dinsmore firm/their field agents, seized the signed Greyson-Phoenix contract from
8 Greyson’s Office in the 6/2/23 Lockout. (attested to in Han Decl to MIC and in Han
9 Reply Decl. From 6/2/23 to present, Trustee has had control of the original signed
10 Greyson-Phoenix Contract. (Han Reply Decl). Trustee has not returned the signed
11 Contract to Greyson, from 6/2/23 to present. (March Decl to this Reply) Greyson’s
12 [dkt.676] Motion, filed 11/17/23, put Trustee on notice that the original signed
13 contract would be a subject of proof at the hearing of Greyson’s Motion. (March.D)
14
15
16

17 Trustee has still not returned that signed Greyson-Phoenix Contract to Greyson,
18 despite Greyson counsel, on 2/29/24, serving Trustee with a proper *Request to*
19 *Produce Documents* [**Exhibit A** to March Decl hereto], that requests Trustee to
20 produce the signed Greyson-Phoenix Contract. (March Decl hereto).
21

22 For all these reasons, Han Trinh’s Declaration to Greyson’s MIC, and Han’
23 Reply Decl, is admissible per FRE Rul 1004, to prove to the existence and terms of
24 the signed Greyson-Phoenix Contract. Plus Tony Diab Decl filed 4/2/24 & attached
25 here, discussing that \$2,000 per lawsuit contract, plus Ty Carss testimony at the
26 6/12/23 court hearing, are similarly admissible, to prove existence of and terms of the
27
28

1 Greyson-Phoenix \$2,000 per lawsuit Contract, signed on or about 5/19/23.

2 Ty Carss testimony at the 6/12/23 hearing, about the Contract, is additionally
3 admissible, per FRE Rule 1007 (Testimony or Statement of a Party to Prove Content):
4

5 “The proponent may prove the content of a writing, recording, or photograph by
6 the testimony, deposition, or written statement of the party against whom the
7 evidence is offered. The proponent need not account for the original.”
8 Greyson is the proponent of the Contract. Phoenix is the alter ego of LPG.

9 Therefore, testimony of Ty Carss of Phoenix, is admissible to prove the existence of
10 the Greyson-Phoenix contract.

11 **B. Loli either had actual authority, or apparent authority to sign for**
12 **Phoenix; either Binds Greyson**
13

14 Han’s Reply Decl. attests that on or about 5/19/23, Han had a Greyson
15 employee hand carry the proposed Greyson-Phoenix Contract to Phoenix offices,
16 already signed by Greyson, for Phoenix to sign. Shortly after, the Greyson employee
17 brought the Contract back to Han Trinh. (Id). The Contract came back to Greyson,
18 signed by Phoenix, by Rose Bianca Loli. (Id) Han recognized the signature for
19 Phoenix as having been made by Loli, because Han was familiar with Loli’s signature,
20 which is elaborate and distinctive. (Id) .
21

22
23 Phoenix’ newsletter in February 2023, attached as **Exhibit B** to Han Trinh Decl
24 hereto, states Loli is Phoenix’ CEO, and shows Loli on the Phoenix organizational
25 chart as having equal stature with Ty Carss, who is listed as “managing attorney”.
26 Loli did not have to be an attorney, to be authorized to sign that Contract for Phoenix.
27
28

1 But if it were *assumed arguendo* Loli didn't have actual authority to sign for
2 Phoenix, she certainly had apparent (aka "ostensible") authority, which makes that
3 contract binding on Phoenix. Both federal common law and California state law
4 provide that an agent has ostensible authority where the principal (here, Phoenix)
5 leads a third party to reasonably believe that the agent (here, Loli) had authority to
6 bind the corporation. Cal. Civ. Code §2300 states that:
7

8
9 "An agency is ostensible when the principal intentionally, or by want of
10 ordinary care, causes a third person to believe another to be his agent who is not
11 really employed by him."

12 Cal. Civ. Code §2334 states that:

13 "A principal is bound by acts of his agent, under a merely ostensible authority,
14 to those persons only who have in good faith, and without want of ordinary
15 care, incurred a liability or parted with value, upon the faith thereof."

16 *See also Ripani v. Liberty Loan Corp.*, 95 Cal. App. 3d 603, 611–12, 157 Cal. Rptr.
17 272, 277–78 (Ct. App. 1979), outlining this law and holding that trial court did not
18 commit error in finding ostensible authority where branch manager of corporation
19 signed lease option. *Accord: Salyers v. Metro. Life Ins. Co.*, 871 F.3d 934, 940 (9th
20 Cir. 2017) (federal common law "apparent authority" is found where "the principal
21 does something or permits the agent to do something which reasonably leads another
22 to believe that the agent had the authority he purported to have."). *See also OEM-*
23 *Tech v. Video Gaming Techs., Inc.*, No. C 10-04368 RS, 2012 WL 12920087, at *4
24 (N.D. Cal. July 31, 2012).
25
26
27
28

1 Here, Loli signed the Greyson-Phoenix contract for Greyson (Both Han Decls,
2 and Diab Decl to this Reply, signed 4/17/24). There is no evidence that only Carss
3 had authority to sign a contract for Phoenix. Ty Carss' testimony at the 6/12/23
4 hearing corroborates Han's Testimony regarding the \$2,000 per case Greyson-Phoenix
5 Contract. Plus, Greyson sending Phoenix 2,480 \$2000 per case invoices, and Phoenix
6 making some (small) to Greyson is further evidence of the existence of the Contract.
7
8

9 **C. OPP has No Evidence Contradicting Existence or Terms Of Greyson-**
10 **Phoenix Contract**

11 Greyson's evidence is uncontroverted, because OPP has ZERO evidence
12 contradicting the existence or terms of The Greyson Phoenix contract.
13

14 **V. THE \$2,000 PER CASE PRICE CONTRACTED FOR IN THE**
15 **GREYSON-PHOENIX CONTRACT WAS REASONABLE, AS PROVEN**
16 **BY TRUSTEE'S OWN DECLARANT**

17 The \$2,000 per case which LPG alter ego Phoenix, contracted to pay to
18 Greyson, to have Greyson supply attorneys from Greyson's attorney network, to
19 appear on a 1099 basis to defend Phoenix clients in state court suits, was a reasonable
20 price. The Declaration of Jason J. Rebhun (Dkt.191-4, filed 7/7/23 in the LPG main
21 bankruptcy docket in support of Trustee's Motion to Sell LPG's assets, proves this.
22 Rebhun's Declaration, ¶0 and ¶11, attests that what CLG (Consumer Law Group)
23 pays the local counsel CLG uses to defend CLG consumer clients in lawsuits is
24 \$1,500 to \$2,500 per suit, sometimes more. [That part of Rebhun Decl is Exhibit D
25
26
27
28

1 March Decl] \$2,000 per case is exactly halfway between those two amounts. Rebhun
2 attests that CLG (Consumer Law Group) represents consumers in trying to settle
3 debts, or defend suits suing consumers on debts, if CLG cannot settle. Rebhun attests:
4

5 “11. ... All of CLG’s local counsel are paid on a Form 1099 basis as
6 independent contracts. **The average cost to engage local counsel ranges**
7 **between \$1,500 and \$2,500** (sometimes more depending on the particular state,
8 matter, scope of work involved, and complexity of a particular matter, etc.)”
9 [bold/underline added for emphasis]

10 Further, Han’s Decl. to MIC, at ¶9 attests that other firms were paying \$1,400 to
11 \$2,500 per state court lawsuit defended. That is consistent with Rebhun’s Decl.

12 **VI. GREYSON’S UNCONTROVERTED EVIDENCE PROVES GREYSON**
13 **ATTORNEYS APPEARED IN 2,480 LAWSUITS, FOR PHOENIX,**
14 **DEFENDING PHOENIX CLIENTS--WHICH WERE LPG CLIENTS,**
15 **TRANSFERRED TO PHOENIX BY LPG, AND LATER**
16 **TRANSFERRED BACK TO LPG BY THE “AVOIDANCE” PART OF**
17 **THE DKT.77 STIPULATION**

18 Han’s Reply Decl attaches, as **Exhibit A**, and authenticates, 2,480 Greyson to
19 Phoenix Invoices, for \$2,000 each, sent to Phoenix by Greyson pursuant to the \$2,000
20 per lawsuit Greyson-Phoenix Contract. Each of those 2,480 Greyson to Phoenix
21 invoices bills Phoenix \$2,000—the agreed price per state court lawsuit, per the
22 Greyson-Phoenix 5/19/23 Contract—for Greyson having Greyson attorneys appear on
23 an independent contractor basis, for Phoenix, to defend Phoenix clients in 2,480 state
24 court lawsuits, nationwide, where those clients were being sued on allegedly owed
25 debts. (Han Trinh Decl). All 2,480 invoices were produced to Trustee counsel
26 Dinsmore firm, on 3/15/24, by attorney Kathleen P. March of The Bankruptcy Law
27 Firm, PC, before Han Trinh was deposed by Trustee counsel on 3/20/24. (March Decl)
28

1 Han's Reply Decl. attests there are considerably more than 2,480 invoices, but
2 the 2,480 invoices produced to Trustee on 3/15/24, and attached to Han's Declaration,
3 are all the invoices Greyson can access at present, because the rest of the invoices are
4 in Greyson's documents/emails/data seized by Dinsmore firm and its field agents from
5 Greyson's office on 6/2/23, and none of the seized documents/emails/data seized on
6 6/2/23 have been returned to Greyson, to present. (Han Reply Decl). Each invoice
7 lists the case caption and the case number, that the particular Greyson attorney
8 appeared in to defend a consumer client in, pursuant to the Greyson-Phoenix \$2,000
9 per lawsuit contract.
10
11
12

13 **Exhibit B** to Han's Reply Decl lists the name of the Greyson attorney who
14 appeared in each suit, which Greyson bills Phoenix for, by the 2,480 invoices. Han
15 was able to determine which Greyson attorney did the suit in each of the 2,480
16 invoices, except for 193 invoices, where the information saying which attorney
17 appeared is in the data seized from Greyson by Dinsmore firm, on 6/2/23, and not
18 returned to Greyson to present. Trustee has that seized data, so Trustee can confirm
19 which attorneys appeared in those 193 cases. (Han Reply Decl).
20
21

22 OPP has no evidence contra to the Greyson supplied attorneys having defended
23 the suits, as stated in the 2,480 invoices. (March Decl to this Reply)
24

25 Phoenix only paid a very small part of the \$2,000, per state court law suit,
26 amount Phoenix owed Greyson, pursuant to the Greyson-Phoenix Contract. What
27 Phoenix paid, Phoenix paid by having Phoenix controlled entities (PrimeLogic,
28

1 Maverick, and/or Vulcan) send money, which Greyson used to fund two Greyson
2 payrolls. (Han Reply Decl).

3
4 **A. Greyson did Not send Greyson attorneys to Defend over 2,480 Law Suits,
5 for Free; No Law Firm Would Do That**

6 Greyson did not send Greyson attorneys to defend over 2,480 lawsuits,
7 nationwide, for free. (Han Reply Decl). Greyson sent Greyson attorneys to defend
8 over 2,480 suits nationwide, pursuant to the \$2,000 per suit Greyson-Phoenix
9 contract. (Han Reply Decl).
10

11 **B. The Clarke and Dearweather Declarations to OPP are Irrelevant to**
12 **Greyson's Administrative Claim**

13 Neither state court attorney Shadae Clarke, nor state court attorney Jane
14 Dearweather--who are Declarants to OPP--were the Greyson attorneys on any of the
15 2,480 cases invoiced by the 2,480 invoices. (Han Reply Decl) They have no personal
16 knowledge regarding the 2,480 cases, so their Declarations are irrelevant to
17 Greyson's administrative claim to be paid the agreed \$2,000 per case amount, per the
18 Greyson-Phoenix signed contract. (Han Reply Decl) In addition, neither of those
19 attorneys filed their own administrative claim, so there is nothing duplicative of
20 Greyson's \$2,000 per case x 2,480 state court cases admin claim. (LPG main case
21
22
23
24 pacer docket shows this)

25 **VII. LPG IS THE ENTITY THAT BENEFITTED FROM GREYSON**
26 **ATTORNEYS, POST-PETITION, DEFENDING 2,480 PHOENIX**
27 **CLIENTS IN 2,480 STATE COURT LAWSUITS, BECAUSE LPG LPG**
28 **GOT ALL TRANSFERRED CLIENTS BACK FROM PHOENIX--BY**

**THE DKT.77 “AVOIDANCE” STIPULATION--AND LPG THEN SOLD
ALL THOSE CLIENT FILES TO MORNING LAW, FOR MANY
MILLIONS OF DOLLARS**

Han Decl to MIC attests that defending the 2,480 state court suits was necessary, and benefitted LPG, because Phoenix was an alter ego Phoenix, and because [per the Dkt. 77 “avoidance” Stipulation in the adv proc, attached as Exhibit D to March Decl hereto, and per Order ordering the Stipulation as an order, that is dkt.365 in main LPG bankruptcy docket, attached as Exhibit E to March Decl], LPG got back from Phoenix, all the LPG files that had been transferred to Phoenix.

Trustee immediately sold all those client files to Morning Law, by the [dkt.352] Sale Order entered on 8/2/23 in the LPG main bankruptcy case docket. (March Decl hereto). The *Agreement of Purchase and Sale* attached to the Sale Order states Morning Law is paying the LPG bankruptcy estate 5.5 million to start and is required to pay 50% of future payments Morning Law receives on active executory contracts and 40% of future payments on inactive executory contracts. (March Decl here). The total estimated payment that Morning Law was to pay the LPG bankruptcy estate, was supposed to be more than the 42 million dollars CLG bid. (March Decl hereto)

**VIII. IF THERE HAD BEEN NO SIGNED CONTRACT, GREYSON WOULD
STILL BE ENTITLED TO BE PAID—ON A QUANTUM MERUIT BASIS**

Even if it were assumed, arguendo—contrary to the evidence—that there was no signed contract between Greyson and Phoenix, the remedy of quantum meruit would entitle Greyson to be paid the reasonable value of the services that Greyson

1 attorneys provided to Phoenix, as billed on the 2,480 invoices Greyson sent Phoenix,
2 for \$2,000 each, because those services **benefitted LPG**. Those services benefitted
3 LPG, because those clients which we actually LPG consumer debtor clients, which
4 LPG had transferred to Phoenix, but which were later transferred back to LPG—by
5 the “Avoidance” Stipulation [dkt.77 in adv. proc.]—and LPG then sold those client
6 files to Morning Law Group, in July 2023 for many millions of dollars [Sale order is
7 dkt.320 in main LPG bankruptcy case docket, entered 7/22/23]. (Han Decl; March
8 Decl.) The reasonable value would be the same \$2,000 to Greyson, per suit. (Han
9 Reply Decl; March Decl hereto)

10 The 9th Circuit Court of Appeals, in a case which originated from the
11 Bankruptcy Court for the Central District of California, provides an overview of
12 California’s **quantum meruit** doctrine in *In re De Laurentiis Ent. Grp. Inc.*, 963 F.2d
13 1269, 1272–74 (9th Cir. 1992):

14 Quantum meruit (or quasi-contract) is an equitable remedy implied by the law
15 under which a plaintiff who has rendered services benefiting the defendant may
16 recover the reasonable value of those services when necessary to prevent unjust
17 enrichment of the defendant. B. Witkin, *Summary of California Law: Contracts*
18 § 91 (1987); 55 Cal. Jur.3d Restitution 360–61 (1980). Quantum meruit is not
19 the same as a contract implied in fact. **Quantum meruit is based not on the**
20 **intention of the parties, but rather on the provision and receipt of benefits**
21 **and the injustice that would result to the party providing those benefits**
22 **absent compensation**. B. Witkin, *supra*, at § 12.

23 NBC sought to recover in quantum meruit the reasonable value of the
24 advertising it had provided for DEG's benefit and for which it had not been
25 paid. The bankruptcy court found that, based on the undisputed factual
26 evidence, NBC had established its claim to recovery. The district court affirmed
27 on the basis of the bankruptcy court's finding that “DEG benefited from the
28 Network Time rendered to it by NBC *at DEG's special instance and request*.”

(emphasis added).⁴ **While CTI disputes whether DEG was ever contractually obligated to NBC directly, it does not dispute that it in fact requested that BBDO purchase advertising time for its benefit from NBC. Nor does CTI dispute that DEG received a benefit from NBC for which it has not paid anyone.**⁵

...
In this case, NBC contracted with BBDO, but it was DEG who requested the advertising and who benefited from it. DEG (and CTI) have retained this benefit, but have not paid either NBC or BBDO. BBDO has agreed to relinquish its claim against CTI if NBC recovers against them, so there is no chance that CTI will be forced to pay twice. **In these circumstances, we believe it would be both unjust and contrary to the principles of quantum meruit law to deny NBC its right to recover on the grounds that NBC had no contract with DEG.**

The bankruptcy and district courts correctly granted summary judgment in favor of NBC on its quantum meruit claim.

[bold/underline added for emphasis]

Accord: *Galaxy Networks, Inc. v. Kenan Sys. Corp.*, 225 F.3d 662 at *4 (9th Cir. 2000) (in “Table of Decisions Without Reported Opinions”), *as amended on denial of reh'g and reh'g en banc* (Aug. 9, 2000), quoting *In re De Laurentiss*.

Where quantum meruit is applied, payment is the **reasonable value** of the services provided. *Galaxy Networks, Inc.*, *supra*, 225 F.3d 662 at *5:

“The legal test for recovery in quantum meruit is not the value of the benefit, but value of the services (assuming of course, that services were beneficial to the recipient in the first place).’ *Maglica*, 66 Cal.App.4th at 446, 78 Cal.Rptr.2d 101. Damages should be measured at the ‘going rate’ for the services provided. *Id.* “

Quantum meruit is commonly used to ensure that attorneys receive the reasonable value of their work, even where there was no contract, or the contract was so flawed that it cannot be enforced. See, e.g., *Huskinson & Brown v. Wolf*, 32 Cal.4th 453,

1 461 (Cal. 2004), holding that plaintiff law firm could recover the reasonable value of
2 its services from defendant law firm, despite improper referral fee structure.

3
4 Greyson did not supply Greyson attorneys to defend over 2,480 state court suits,
5 **for free**. (Han Reply Decl). No one defends 2,480 lawsuits **for free**. (Han Reply
6 Decl). Greyson provided those attorneys to defend state court suits in exchange for
7 Phoenix agreeing to pay Greyson \$2,000 per law suit. (Han Trinh Decl). Tony Diab
8 testified, in his declaration filed 4/2/24 (attached again to this Reply) that Diab
9 brokered the contract between Phoenix and Greyson. Phoenix attorney Ty Carss
10 testified about the \$2,000 per case agreement at the 6/12/24 hearing (Hearing
11 transcript pp.200-212 attached to March Decl). As Han Trinh's Declaration to this
12 Reply explains, Phoenix had received cases from LPG, but Phoenix didn't have
13 attorneys to service and defend those client's cases. (Han Trinh Decl). Greyson had
14 W-2 Greyson attorneys, which Greyson could deploy to service and defend those
15 clients' cases, which is why Phoenix contracted to pay Greyson \$2,000 per case, to
16 have Greyson do that.

17
18 A pleading [dkt.1054 in LPG main bankruptcy case] filed by Trustee counsel,
19 says, p. 4, line 21 et seq, that "Trustee obtained authorization to pay compensation to
20 the employees who had been servicing the client files until they could be sold," even
21 though the four administrative claimants in question did NOT work for LPG, but
22 rather, worked respectively, for Prime Logic, Oakstone, Maverick and Guardian.
23
24 Here, work the Greyson attorneys were doing, defending the 2,480 LPG clients,

1 directly benefitted LPG's bankruptcy estate, by saving those 2,480 files from
2 defaults/default judgment, until Trustee Marshack could sell those files to Morning
3 Law in July 2023.
4

5 **IX. OPP CONTAINS FURTHER ERRORS OF LAW**

6 **A. OPP's,p.2-3, 11 USC §502(d) argument is error of law**

7 OPP p.2-3 alleges that 11 USC 502(d) bars Greyson's admin claim because
8 Trustee alleges that Greyson received a fraudulent transfer. Greyson didn't receive
9 any fraudulent transfer. (Han Trinh Decl, Tony Diab Decl). But OPP's §502
10 argument is error of law even if Greyson had received a fraudulent transfer (which it
11 didn't receive): 11 USC §502(d) only bars an entity that has received a fraudulent
12 transfer or preference from being paid on a claim filed under 11 USC §501, unless it
13 pays back the fraudulent transfer or preference. 11 USC §501 is prepetition proofs of
14 claim. Nothing in 11 USC §502(d) bars an administrative claim from being paid if the
15 administrative claimant is alleged to have received, or has received, a fraudulent
16 transfer or preference, because administrative claims are not filed under 11 USC §501,
17 they are filed under 11 USC §503, a different code section. 11 USC §503 is not
18 referred to in 502(d), or anywhere in 502.

19 The plain language of §502(d) supports this, and cases agree. 11 USC §502 is
20 titled "Allowance of claims or interests"; §502(a) and (d) state:
21

22
23
24
25
26 "(a) A **claim or interest**, proof of which is filed under **section 501 of this title**,
27 is deemed allowed, unless a party in interest, including a creditor of a general
28 partner in a partnership that is a debtor in a case under chapter 7 of this title,
objects.

...

"(d) Notwithstanding subsections (a) and (b) of this section, the court shall disallow any **claim** of any entity from which property is recoverable under section 542, 543, 550, or 553 of this title or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of this title, unless such entity or transferee has paid the amount, or turned over any such property, for which such entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of this title." [bold/underline added for emphasis]

The "claim" referred to in §502(d) is a prepetition claim or interest as filed under §501. 11 USC §501(a) (titled "Filing of proofs of claims or interests") states:

"(a) **A creditor or an indenture trustee may file a proof of claim.** An equity security holder may file a proof of interest."

A motion for payment of an administrative expense is governed by 11 USC §503, not §501. While colloquially referred to as an "administrative claim," the Bankruptcy Code uses specific language, not calling it a *claim or interest* (as prepetition claims are in §501 and §502), but instead calling it an *administrative expense*.

Many cases agree. The Court of Appeals for the Second Circuit, in *In re Ames Dept. Stores, Inc.*, 582 F.3d 422 (2d Cir. 2009), holds that §502(d) does not apply to administrative expenses claimed under §503(b):

"Whether section 502(d) of the Bankruptcy Code bars the allowance of administrative expense claims under section 503 is a question of first impression in this Circuit. The district court and bankruptcy court both held that section 502(d), which disallows bankruptcy claims of certain entities until they have returned any voidable preferential payments or transfers from the debtor's estate, applies to allowance of administrative expenses under section 503. Both

1 courts therefore agreed that section 502(d) bars allowance of ASM's G & A
2 claims until G & A satisfies the default judgment that Ames obtained against it
3 in the Preference Action. **We disagree.**" [Ames at 427]

4 ...

5 "Pursuant to the above analysis of the relevant statutory language, both in its
6 specific context and in the "broader context of the statute as a whole,"
7 *Robinson*, 519 U.S. at 341, 117 S.Ct. 843, **we hold that section 502(d) does**
8 **not apply to administrative expenses under section 503(b).**" [Ames at 432;
9 bold/underline added for emphasis]

10 Accord: *In re Quantum Foods, LLC*, 554 B.R. 729, 735 (Bankr. D. Del. 2016); *In re*
11 *TI Acquisition, LLC*, 410 B.R. 742, 748–51 (Bankr. N.D. Ga. 2009); *In re Plastech*
12 *Engineered Prod., Inc.*, 394 B.R. 147, 155–64 (Bankr. E.D. Mich. 2008); *In re*
13 *Durango Georgia Paper Co.*, 297 B.R. 326, 329–31 (Bankr. S.D. Ga. 2003); *In re*
14 *Lids Corp.*, 260 B.R. 680, 682–84 (Bankr. D. Del. 2001); *In re CM Holdings, Inc.*,
15 264 B.R. 141, 157–58 (Bankr. D. Del. 2000)

16 One Bankruptcy Appellate Panel case, *In re MicroAge, Inc.*, 291 B.R. 503 (9th
17 Cir. BAP 2002), provides contra, but its analysis—which looks far outside the text of
18 the statute—is mere dictum, not binding authority, because it ultimately affirms the
19 bankruptcy court's decision to not apply §502(d) ("Nevertheless, the bankruptcy court
20 did not err in refusing to apply § 502(d) on the facts of this case. ... Accordingly, we
21 AFFIRM the bankruptcy court's order requiring MicroAge to pay Viewsonic's allowed
22 administrative claim.").

23 Multiple cases cite and explicitly disagree with the analysis in *In re MicroAge,*
24 *Inc.*, and hold that §502(d) does not apply to administrative expenses claimed under
25

§503, including the Second Circuit Court of Appeals in *In re Ames Dept. Stores, Inc.*,
supra, and *In re Momenta, Inc.*, 455 B.R. 353, 362–63 (Bankr. D. N.H. 2011).

**B. OPP, p7, lines 20-23 (citing no authority) is error of law, in alleging
that LPG’s Bankruptcy Estate is Not liable for Phoenix debts**

For multiple reasons, OPP (p.7, lines 20-23) is error of law, and clear error of fact,
in alleging “the order avoiding the fraudulent transfers to Phoenix made clear that the
bankruptcy estate was recovering the assets but was not being subjected to Phoenix’s
debts. Not true. See briefing at X. immediately infra, that bankruptcy estate cannot
stipulate out of, or otherwise evade, its liability to administrative claimants such as
Greyson, for debts owed those claimants by LPG’s alter ego Phoenix. See briefing at
XI. infra, that neither the dkt.77 “avoidance” stipulation, nor the dkt.365 Order that
granted Trustee’s Motion to order the dkt.77 stipulation as an Order, affect Greyson.

**X. LPG’s BANKRUPTCY ESTATE CANNOT STIPULATE OUT OF, OR IN
ANY OTHER MANNER EVADE, ESTATE’S LIABILITY TO PAY
GREYSON FOR THE VITAL POSTPETITION WORK—BENEFITTING
LPG—WHICH GREYSON DID, DEFENDING PHOENIX/LPG CLIENTS
IN 2480 STATE COURT SUITS, WHICH LPG’S ALTER EGO,
PHOENIX, CONTRACTED TO PAY GREYSON \$2,000 PER CASE FOR
“Single enterprise” alter ego liability law is discussed at Section I. A. supra.**

Phoenix and LPG are alter egos under that controlling “single enterprise” alter ego
law Dinsmore firm’s Motion for the dkt.13 Lockout and Preliminary Injunction order
was correct in alleging LPG and Phoenix were alter egos. “Single enterprise” alter
egos means LPG and Phoenix are one in the same.

1 OPP lacks any authority that the LPG bankruptcy estate can “stipulate out” of,
2 or in any way evade, the estate’s liability for paying debts that LPG’s alter ego,
3 Phoenix, incurred, after LPG filed bankruptcy.
4

5 Because Phoenix and LPG are alter egos, the LPG bankruptcy estate is liable to
6 pay for debts Phoenix incurred, post-petition, because those debts are LPG’s debts.
7

8 LPG is liable to pay Greyson the amounts Phoenix owes Greyson, for supplying
9 Greyson attorneys to defend 2,480 state court suits, nationwide, where Phoenix clients
10 (previously LPG clients, and later again LPG clients, by the dkt.77 “avoidance”
11 Stipulation) were sued on credit card and other consumer debts. This is particularly
12 true because Greyson’s work on 2,480 cases benefitted LPG, because LPG (due to
13 avoidance Phoenix stipulated to in the dkt.77 Stipulation) got all the client files back
14 from Phoenix, that Phoenix had received, and sold those and other LPG files for
15 millions of dollars, to Morning Law. (March Decl hereto, Han Reply Decl)
16
17

18 As Han Trinh’s Declaration to Greyson’s Motion in chief attests, Phoenix, on or
19 about May 19, 2023, contracted, by signed written contract, to pay Greyson, to have
20 Greyson supply Greyson attorneys to defend Phoenix clients in those 2,480 state court
21 lawsuits, because Phoenix had no attorneys to appear in those 2,480 cases. Thereafter,
22 LPG’s bankruptcy estate sold all the LPG files, including the files for the 2,480 state
23 court cases, to Morning Law, for what was supposed to be 42 million dollars paid to
24 the LPG bankruptcy estate, over time.
25
26
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Due to Phoenix being LPG's, alter ego, the LPG bankruptcy estate is liable to pay for debts Phoenix incurred, after LPG filed bankruptcy, which benefitted the LPG bankruptcy estate, because LPG got back from Phoenix (by "avoidance") and sold all the LPG files, including the over 2,480 files which Greyson attorneys defended in the over 2,480 state court lawsuits, benefitted LPG, who got all the clients back from Phoenix, and then sold those files to Morning Law. (Dkt. 77 "Avoidance Stipulation is **Exhibit D** to March Decl to this Reply; Dkt.365 Order ordering the Stip as an Order, is **Exhibit E** to March Decl to this Reply.

**XI. FOR MANY REASONS, THE DKT.77 "AVOIDANCE" STIPULATION/
DKT.365 ORDER DO NOT EXCUSE THE LPG BANKRUPTCY ESTATE
FROM BEING LIABLE TO PAY GREYSON'S ADMINISTRATIVE
CLAIM MOTION [DKT.676]**

**A. Greyson is Not a Party to the Dkt.77 Stipulation and So is Not Bound
by that Stipulation; Only Trustee, and Phoenix/Carss/Tan, are
Parties to that Stipulation**

The dkt.77 Stipulation [**Exhibit E** to March Decl hereto], between Trustee on the one hand, and Phoenix/Carss/Tan on the other hand, has no effect on Greyson, Han Trinh, Jayde Trinh, or anyone else who is not a signatory to that Stipulation.

There are over 75 federal cases, at all levels—some of them bankruptcy court cases—ruling that persons/entities are **NOT** bound by Stipulations those persons/entities are not parties to. *In re Bake-Line Grp., LLC*, 312 B.R. 48, 51 (Bankr. D. Del. 2004), holds that a trustee's stipulation with a specific party **did not bind others who were not a party to that stipulation:**

1 “In this case, the Trustee argues that the estate did not have any leasehold
2 interest, control, or business operations at the Facility during the month of
3 February because according to the stipulation with RIDC the Lease was rejected
4 retroactive to January 30, 2004. However, **Dominion was not a party to that
stipulation and, therefore, is not bound by its terms.**” [bold/underline added]

5 Accord: *In re Henson*, 289 B.R. 741, 753 (Bankr. N.D. Cal. 2003) (“Other creditors
6 were not parties to the stipulation between Creditor and Debtor and are not bound by
7 it...”); *In re Parsons*, 505 B.R. 540, 545–46 (Bankr. D. Haw. 2014) (“OCP argues that,
8 even if the stipulation is not binding on Ms. Parsons, the stipulation did resolve the
9 amount and character of OCP's claims, and Ms. Parsons is stuck with the legal
10 consequences of that determination. I disagree.”); *Fuji Photo Film Co. v. Int'l Trade
11 Comm'n*, 386 F.3d 1095, 1101 (Fed. Cir. 2004) (“Since the respondents who are
12 affected by the claim construction in the present proceedings were not parties to that
13 stipulation, they are not bound by it...”); *Acacia Corp. Mgmt., LLC v. United States*,
14 No. CIV F-07-1129 AWI GS, 2010 WL 3766706, at *1–2 (E.D. Cal. Sept. 21, 2010)
15 (“The United States argues it [‘]was not a party to the stipulation between Plaintiffs
16 and the collaborating Defendants, and thus is not bound by the stipulated order.[’] ...
17 The court finds this to be an accurate statement of the facts and law in this case.”);
18 *Nature Quality Vine Ripe Tomatoes v. Rawls Brokerage, Inc.*, No. 2:04-CV-0016-
19 VEH, 2006 WL 8437347, at *4 (N.D. Ala. Aug. 24, 2006) (“Chiquita Frupac and Rice
20 Fruit Company were not parties to the stipulation and are not bound by its
21 provisions...”); *Aetna Ins. Co. v. Hyde*, 34 F.2d 185, 188 (W.D. Mo. 1929), *aff'd sub*
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1 nom. *Nat'l Fire Ins. Co. of Hartford v. Thompson*, 281 U.S. 331, 50 S. Ct. 288, 74 L.
2 Ed. 881 (1930) (“Of the present complainants, 33 were not parties to the stipulation ...
3 and, therefore are not bound thereby.”);
4

5 The [dkt.77] Stipulation between Marshack, as debtor LPG’s Trustee, and
6 Phoenix plus Phoenix personnel Carss and Tan, Phoenix stipulates that transfer of all
7 client files, which LPG transferred to Phoenix, before LPG filed bankruptcy, is
8 avoided, and Trustee stipulates that Phoenix, Carss and Tan (collectively “Phoenix”)
9 will be dismissed as defendants from Trustee’s adversary proceeding dkt. 8:23-ap-
10 01046-SC (*Trustee v. Tony Diab et al*). Plus in dkt.77, Trustee and
11
12 Phoenix/Carss/Tan stipulate that only Phoenix, and not LPG, will be liable for debts
13 Phoenix incurred between when Phoenix received the files, and when the files were
14 sold by Trustee to buyer [Morning Law became the buyer].
15
16

17 Trustee, by his attorneys Dinsmore firm, filed that Stipulation in the 8:23-ap-
18 01046-SC adversary proceeding, as dkt.77, on 7/6/23. Greyson, Han Trinh and Jayde
19 Trinh are not parties to that Stipulation. None of the approximately 40 additional
20 defendants in the adversary proceeding, are parties to that Stipulation.
21

22 **B. Trustee’s dkt.176 “Motion for Order approving Stipulation” [dkt.77]**
23 **Only Moves the Court to enter an Order approving the Stipulation, and**
24 **does NOT move to the Court to Broaden What Persons/Entities are**
25 **Bound by the Stipulation, beyond the Parties which Signed the**
26 **Stipulation, which are Only Trustee on the one hand, and**
27 **Phoenix/Carss/Tan on the other Hand**
28

Trustee's Dkt.176 Motion [**Exhibit G** to March Decl] only moves the Court to Order the dkt.77 Stipulation as an Order. That was probably prudent for Trustee to do, because case law holds that Courts is not required to accept a Stipulation, if the Court disagrees with the Stipulation. But when the court orders the stipulation, then the parties **to the stipulation** are ordered to comply with the Stipulation.

For 5 reasons, Trustee's dkt.176 Motion **did not broaden what persons/entities are bound by the Stipulation**, beyond the parties which signed the Stipulation, which

are Trustee Marshack on the one hand, and Phoenix/Carss/Tan on the other hand

First, Dinsmore firm's dkt.176 Motion is captioned as:

"Motion for Order approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan"

Second, the Notice of Motion part of the dkt.176 Motion, at pacer p.2 of 18, states that Trustee's Motion:

"moves for **entry of an order that finds and directs** as follows:

1. **The Motion is granted.**
2. **That certain Stipulation** for Agreed Judgment (1) Avoiding, Recovering, and Preserving Transfers to Defendant, Phoenix Law Group, Inc.; (2) Turning Over All of Transferred Property to Trustee; and (3) Dismissing Without Prejudice Defendants William Taylor Carss and Maria Eeya Tan (the "Stipulation") by and between the Trustee, in his capacity as the duly appointed and acting Trustee for the Debtor, on the one hand, and Phoenix Law, PC ("Phoenix"), William Taylor "Ty" Carss, and Eeya Tan, on the other hand, attached as **Exhibit 1** hereto, **is approved.**"
[other provisions which are not relevant are not quoted here]

The **Exhibit 1**, which is attached to Trustee's dkt.176 Motion, is the Stipulation that is

1 Dkt.77 in the adversary proceeding (Stipulation Greyson is not a party to).

2 Third, Trustee's dkt.176 Motion, at pacer p.9 of 18, item III states: "III. THE
3 **COURT SHOULD APPROVE THE STIPULATION** UNDER BANKRUPTCY
4
5 RULE 9019"

6 Fourth, the dkt.176 Motion nowhere requests that this Court broaden what
7 persons/entities are bound by the Stipulation, other than the parties that signed the
8 Stipulation.
9

10 Fifth, the Court's Order [dkt.365 in LPG main bankruptcy case docket],
11 granting Trustee's dkt.176 Motion, does NOT contain any language broadening what
12 persons/entities are bound by the Stipulation, beyond the parties that signed the
13 Stipulation, which are only Trustee Marshack on the one hand, and Phoenix/Carss/
14 Tan on the other hand.
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17 **C. This Court Granting Trustee's [dkt.176] Motion, to order the Dkt.77**
18 **Stipulation as an Order, does NOT Increase, or Change, what parties**
19 **are Bound by the Stipulation; the Order [dkt.365] Only Makes the**
20 **Stipulation an Order between the parties which signed the Dkt.77**
21 **Stipulation, which does NOT affect the rights of parties, such as**
22 **Greyson, which are Not Signatories to the dkt.77 Stipulation**

23 As discussed in A. supra, the dkt.77 Stipulation does not affect Greyson's
24 rights, because Greyson is not a party to that Stipulation. Similarly, this Court's
25 Order [dkt.365 in main LPG bky case docket], which makes the Stipulation an Order,
26 does not affect Greyson's rights, because Greyson is NOT a party to that Stipulation.
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1 Because only Trustee on the one hand, and Phoenix/Carss/Tan on the other hand, are
2 parties to the dkt.77 Stipulation, this Court granting Trustee's [dkt.176] Motion, to
3 make the Dkt.77 Stipulation an Order [Order that is dkt.365 in the main LPG
4 bankruptcy case], only means that the parties to the Dkt.77 Stipulation are
5 ordered to comply with that Stipulation, as an Order.
6

7
8 Because Greyson is not a party to the dkt.77 Stipulation, Greyson is not bound to
9 do anything, by the Dkt.365 Order [Order is Exhibit F to March Decl hereto].
10 Consequently, just as the dkt.77 Stipulation does not bar Greyson from collecting the
11 \$4,960,000 plus from LPG, which is owed by LPG alter ego Phoenix, the dkt.365
12 Order does not bar Greyson from collecting the \$4,960,000 from LPG, which LPG's
13 alter-ego Phoenix owes Greyson.
14

15
16 LPG is liable to pay Phoenix' debts, because Phoenix is the alter ego of LPG.
17 The dkt.77 Stipulation and dkt.365 Order, may prevent Phoenix from seeking
18 payment from LPG for debts Phoenix incurred. But neither dkt.77 Stipulation, nor the
19 dkt.365 Order, affect Greyson's right to require LPG estate pay the \$4,960,000 to
20 Greyson, which LPG alter ego Phoenix owes to Greyson, and which benefitted LPG.
21

22 **D. Even if Greyson was subject to the Dkt.77 Stipulation or Dkt.365**
23 **Order(ordered by the Dkt.365 Order)—NOT the case-- the**
24 **Stipulation Language is Fatally Vague and Ambiguous regarding**
25 **What Entity is Liable to Pay the \$2,000 per suit owed to Greyson,**
26 **After the Client Files (Returned to LPG from Phoenix by**
27 **"avoidance") are sold by Trustee; Vagueness and Ambiguity which**
28

**Must be Construed against Trustee/the LPG bankruptcy estate,
whose Attorneys wrote the Dkt.77 Stipulation**

The dkt.77 Stipulation (ordered by the Dkt.365 Order) states, in ¶4, that until Trustee closes a sale to a third-party buyer Phoenix will be liable:

“4. Any and all liability whether at law or equity relating in any way to Phoenix’s handling of the Transfers including the files that arose or came into existence following the date of their transfer to Phoenix, until Trustee closes a court-approved sale to a third-party buyer (Post transfer Claims) will remain with Phoenix.”

That wording leaves open who is liable to pay for that liability, after the LPG files, “avoided” back to LPG from Phoenix, are sold by Greyson to a third-party buyer (here Morning Law).

Because sending all client files back to LPG, from Phoenix, by “avoidance, left Phoenix with no assets, the Bankruptcy Court could not properly have approved a Stipulation which permanently left Phoenix with no assets, but with all the liability. No Court could approve that. Rather, the wording of the Dkt.77 Stipulation is more limited: It says Phoenix is liable until a sale closes to a third-party buyer (here Morning Law). Since LPG—not Phoenix—got, and continues to get, the money that buyer, Morning Law is required to pay LPG’s bankruptcy estate, for LPG’s clients/client files, it is logical that upon close of sale, that LPG’s bankruptcy estate is liable to pay Phoenix’ debts.

If liabilities Phoenix incurred, managing the client files, remained with Phoenix, after Trustee sold the LPG files (files LPG was getting back from Phoenix by

1 “avoidance”) , the “until Trustee closes a court-approved sale to a third-party buyer”
2 language **would be surplusage**. That language only has a purpose, if, after a sale
3 closed, LPG became liable to pay debts incurred by Phoenix, during the time Phoenix
4 was managing the LPG files. Paragraph 4 additionally states:
5

6
7 “Phoenix, Mr. Carss, and Ms. Tan shall use their best efforts to cooperate with
8 Trustee and his retained professionals to provide services to the clients until
9 closing, and **nothing herein shall impose or create any liability for Post
Transfer Claims on Trustee or Debtor’s Estate**”

10 However, it is not anything “**herein**,” i.e., it is not anything in the Stipulation
11 that makes LPG’s bankruptcy estate liable for claims against Phoenix. Rather, LPG’s
12 bankruptcy estate is liable for claims against Phoenix/debts incurred by Phoenix,
13 because Phoenix is LPG’s alter ego. Alter ego liability is briefed at **Section I. A**,
14 supra, this Reply. Because Phoenix is LPG’s alter ego, Phoenix contracting to pay
15 Greyson to send Greyson attorneys to defend LPG clients in state court suits, is the
16 same as LPG contracting to pay Greyson to send Greyson attorneys to defend LPG
17 clients in state court suits, with the result that the LPG bankruptcy estate is liable to
18 pay Greyson for that work, which **benefitted LPG**.
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22 This Court could not properly have sent all the files LPG sent Phoenix, back to
23 LPG, thereby leaving Phoenix with no assets, but making Phoenix alone solely liable
24 for paying for Greyson the \$2,000 per suit for Greyson attorneys defending
25 Phoenix/LPG clients in 2,480 of state court suits.
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1 This Court said several times, in the 6/12/23 court hearing, that protecting the
2 consumer clients was uppermost in this Court's mind. [transcript p.39, lines 4-13;
3 p.45, lines 8-15]. Greyson's work protected 2,480 consumer clients who were being
4 sued on debts in state courts nationwide. **Greyson is entitled to be paid by LPG's**
5 **bankruptcy estate for that work.**
6

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8 **E. Lack Of Valid Service is an Additional Reason Why Greyson (also Han**
9 **and Jayde Trinh) are Not Bound by the Dkt.365 Order Granting**
10 **Trustee's Dkt.176 Motion: None of Greyson/Han/Jayde Were Validly**
11 **Served with the Dkt.176 Motion; Dinsmore Firm Did Not Phone Any of**
12 **the 3 Telling Them the Hearing Date; and Dinsmore Firm Failed to**
13 **File/Serve *Notice of Hearing* Court Ordered Firm to File/Serve Stating**
14 **7/11/23 Hearing Date**

15 Greyson is not bound by the Dkt.365 Order, because Greyson was not validly
16 served with Trustee's Dkt.176 Motion that obtained that Order. See Declarations
17 hereto of Douglas Plazak Esq., Scott Eadies, Esq of Greyson., Jayde Trinh Esq. of
18 Greyson, and Han Trinh that establish that serving Plazak with Trustee's dkt.176
19 Motion moving Court to approve Dkt. 77 Stipulation as an Order. That Motion was
20 only filed in the LPG main case, and Plazak had never appeared in the main case,
21 representing Greyson, Han, Jayde, or anyone else. Plazak had only appeared in the
22 adversary proceeding. Serving Plazak was not valid service of the dkt.176 Motion on
23 Greyson. Greyson had to be served by serving Scott Eadie, its Agent for service of
24 process, see Scott Eadie Decl. Eadie was not served with the Motion, did not receive a
25 phone call telling him the hearing date, and Trustee counsel failed to serve Eadie with
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1 a the *Notice of Hearing* the Court had ordered, on anyone. No one phoned Han and
2 Jayde telling the hearing date either (no hearing date on Motion). No one served Han
3 or Jayde with a *Notice of Hearing* pleading.
4

5 The LPG main bankruptcy case docket had hundreds of motions, oppositions,
6 and items on it, as of 7/6/23 (date Dinsmore firm filed Trustee's dkt.176 Motion in
7 the LPG main case docket). By now, the LPG main case docket has 1000-plus
8 docketed items. Plazak appearing as counsel defending Greyson, and other
9 defendants in the Trustee v. Diab et al adversary proceeding 8:23-ap-01046-SC, did
10 NOT make Plazak/his firm the attorneys for Greyson, Han or Jayde in the LPG main
11 case, 8:23-bk-10571-SC, on any or all of the docketed items in the LPG main case.
12 Plus Plazak's Declaration hereto attests that no one phoned Plazak, to tell Plazak the
13 shortened time hearing date on the Dkt.176 Motion.
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17 An adversary proceeding, and a main bankruptcy case, are two different
18 proceedings. An attorney representing a party in an adversary proceeding does not
19 constitute actual or implied authority or authorization, for that attorney to accept
20 service for that party in the main bankruptcy case, when that attorney has never
21 appeared in the main bankruptcy case on behalf of that party.
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24 The bankruptcy court in *In re Rae*, 286 B.R. 675, 676–77 (Bankr. N.D. Ind.
25 2002) held that serving a motion upon a corporate party, by serving the attorney who
26 had represented the corporation in a related matter, was improper:
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1 **“The courts have consistently held that an attorney will be considered an**
2 **agent for service of process only if counsel has been appointed for that**
3 **precise task.** *See e.g., Schultz v. Schultz*, 436 F.2d 635 (7th Cir.1971); *Bennett*
4 *v. Circus U.S.A.*, 108 F.R.D. 142, 146–147 (N.D.Ind.1985); *Davis–Wilson v.*
5 *Hilton Hotels Corp.*, 106 F.R.D. 505, 508 (E.D.La.1985); *Miree v. United*
6 *States*, 490 F.Supp. 768, 775 (N.D.Ga.1980). **The mere relationship between**
7 **a litigant and its attorney is not sufficient to convey this authority.** *Ziegler*
8 *Bolt*, 111 F.3d at 881. **Neither will it be implied from counsel's**
9 **representation of the client in other litigation.** *Ziegler Bolt*, 111 F.3d at 881;
10 *Schultz*, 436 F.2d at 639; *J & L Parking Corp. v. United States et al.*, 834
11 F.Supp. 99, 102 (S.D.N.Y.1993); *Bennett*, 108 F.R.D. at 147; *Olympus*
12 *Corporation v. Dealer Sales & Service, Inc.*, 107 F.R.D. 300, 306
13 (E.D.N.Y.1985). “Instead, the record must show that the attorney exercised
14 authority beyond the attorney-client relationship, including the power to accept
15 service.” *Ziegler Bolt*, 111 F.3d at 881. “[T]here must be evidence of actual
16 appointment and not merely an implication from the attorney's activities.”
17 *Bennett*, 108 F.R.D. at 147.” [bold/underline added for emphasis]

18 Accord: *In re C.P. Hall Co.*, 513 B.R. 546, 551–53 (Bankr. N.D. Ill. 2014):

19 “As for the service of motions, Rule 9014(b) says that a motion in a contested
20 matter (and all motions in bankruptcy cases initiate contested matters) must be
21 served ‘in the manner provided for service of a summons and complaint by
22 Rule 7004.’ Fed. R. Bankr.P. 9014(b). Service of a motion on an individual
23 must therefore be accomplished in the same way as service of the summons and
24 complaint in an adversary proceeding: under Rules 7004(b)(1), (7), or (8).
25 *Kalikow*, 602 F.3d at 92 (“In a contested matter ... the notice of hearing is
26 treated as a summons and the motion is treated as a complaint.” (internal
27 quotation omitted)); *In re Century Elecs. Mfg., Inc.*, 284 B.R. 11, 17
28 (Bankr.D.Mass.2002); *Ms. Interpret*, 222 B.R. at 414. **Decisions about the**
implied authority of an attorney to receive service of a motion are no less
persuasive because a motion rather than an adversary complaint was
involved. ... **A party “cannot fabricate ... implied authority from whole**
cloth ... but must present facts and circumstances” establishing it. *Ziegler*,
111 F.3d at 881. In determining whether an attorney has implied authority to
receive service, “all the circumstances” surrounding the attorney's relationship
with the party to be served must be considered. *Focus Media*, 387 F.3d at 1083;
Ms. Interpret, 222 B.R. at 416; *see also* 4A Charles Allan Wright & Arthur R.

1 Miller, *supra*, § 1097 at 537 (stating that federal courts “look to the
2 circumstances of the agency relationship”).” [bold/underline added]

3 On 7/6/23, the date that the [dkt.176] Notice of Motion and Motion was filed in
4 the LPG main bankruptcy case docket, that Motion was only served on attorney
5 Plazak —and NOT on Greyson, Han, or Jayde. Serving Plazak did constitute valid
6 service on Greyson/Han/Jayde. Plazak represented them only in the adversary
7 proceeding, and had never appeared for anything in the LPG main bankruptcy case.
8 [Plazak Decl hereto] Plazak’s representation of Greyson in the adversary proceeding
9 was **not sufficient** to imply that Plazak had authority to receive service of Trustee’s
10 Motion to Compromise, filed in the LPG main bankruptcy case—and not filed in the
11 adversary proceeding—on behalf of Han, Jayde or Greyson. Han, Jayde and Greyson
12 are not bound by this Court’s Order [dkt.365] granting Trustee’s Motion to
13 Compromise with Phoenix, Carss and Tan, because they were not validly served with
14 that Motion, and not being served, received no opportunity to oppose that Motion.
15 [See Decls of Scott Eadie (agent for service of process for Greyson), Han and Jayde to
16 this Reply, that none of them was validly served with Dkt.176 Motion
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22 **XII. OPP (P2, LINES 15-17) ERRS IN ALLEGING GREYSON’S MOTION**
23 **HAS NO BASIS IN FACT OR LAW FOR GREYSON’S \$300,633**
24 **ADMIN CLAIM: THAT \$300,663 CLAIM IS FOR DAMAGE THAT**
25 **NEGLIGENCE OF, AND INTENTIONAL MISCONDUCT OF,**
26 **DINSMORE FIRM/ITS FIELD AGENTS CAUSED GREYSON,**
27 **WHICH LPG’S BANKRUPTCY ESTATE IS LIABLE FOR**

28 Greyson’s Motion in chief fully briefs controlling case law holding that a

1 bankruptcy estate is liable for torts by a trustee, including negligence. OPP has no law
2 contra. Han's Decl to Greyson's MIC explains Celentino's month long improper
3 delay in returning Greyson's 48 client files seized at Greyson's office in the 6/2/23
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5 lockout, was **negligent or intentional**, and that Dinsmore firm/its field agents giving
6 Phoenix access to Greyson's 48 client files, so Phoenix could take the 22 high paying
7
8 clients, was **intentional misconduct**, particularly so as Dinsmore firm seizing
9 everything (beyond what Dkt.13 Lockout Order authorized) prevented Greyson from
10 being able to communicate with Greyson's client, without the 48 physical client files.
11

12 As briefed in Greyson's MIC, Greyson's \$300,663 administrative claim is **not**
13 about the Lockout Order or Lockout, that claim is for \$300,663 of damage that
14 Dinsmore firm/its field agents caused Greyson, by **negligence** and by **intentional**
15 **misconduct**, which LPG's bankruptcy estate is liable for.
16

17 **OPP does not deny** that Trustee's counsel, Dinsmore firm/its field agents,
18 delayed over a month before returning Greyson's 48 clients files to Greyson, which
19 Dinsmore firm had seized on 6/2/23, despite telling this Court, at the 6/12/23 court
20 hearing, that Dinsmore would return the files immediately.
21

22 **OPP does not deny** that due to Dinsmore firm having seized, and locked
23 Greyson out of: (1) all Greyson's email accounts, (2) Greyson's whole Microsoft [M
24 365 suit] account, and (3) Greyson's internet domain and website—NONE of which
25 the Court's dkt.13 Lockout Order authorized Dinsmore firm to do, that Greyson could
26 not communicate with its 48 clients, without the 48 client files.
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1 **OPP does not deny** that Dinsmore/its field agents, gave Phoenix access to the
2 48 Greyson client files, during the month Dinsmore firm delayed in returning those 48
3 files to Greyson.
4

5 Han Trinh's Decl to Greyson's Motion in chief attests—and **OPP does not**
6 **deny**—that the only way Phoenix could not have found and taken the 22 high paying
7 clients, of Greyson's 48 clients, is if Dinsmore firm/their field agents, gave Phoenix
8 access to the 48 Greyson clients files, during the month Celentino delayed returning
9 those 48 files to Greyson.
10

11 Dinsmore lead attorney, Celentino, told this Court, at the 6/12/23 court hearing
12 (transcript p.227, lines 14-23) that Celentino firm would return the 48 files to Greyson
13 as soon as soon as Celentino saw the retainer letters. Greyson's then attorney Plazak
14 emailed Celentino telling Celentino that Dinsmore firm—not Greyson--had all the
15 retainer letters, because Dinsmore firm had seized all Greyson's data, which Greyson
16 was locked out of; the letters were part of what was seized. Plazak told that Dinsmore
17 firm to look at the retainer letters in Greyson's seized data and immediately return
18 Greyson's 48 client files to Greyson. (Plazak Decl to Greyson MIC, Exh B is email to
19 Celentino). Despite the fact that Dinsmore, not Greyson, had the retainer letters,
20 Celentino did not return Greyson's 48 client files to Greyson for over a month after his
21 firm seized those client files. Greyson had to have to the physical files to communicate
22 with the 48 Clients, because Celentino firm, on 6/2/23, had seized (and locked Greyson
23 out of) all 100+ Greyson emails, Greyson's internet domain/website, Greyson's whole
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1 Microsoft [M365 suite] account, even though the dkt.13 Lockout and preliminary
2 injunction order did not authorize Celentino firm to do those things. Preventing
3 Greyson from communicating with the 48 clients for a whole month, by failing to
4 return the 48 client files, and **giving Phoenix access to those files**, is the only way
5 Phoenix could have found and taken Greyson's 22 high paying clients, which would
6 have paid Greyson \$300,663 in fees. (Han Decl to MIC)
7
8

9 That delay by Dinsmore firm was negligent as at minimum, and giving Phoenix
10 access to the 48 Greyson client files was **intentional misconduct--tortious unfair**
11 **competition** by LPG alter ego Phoenix, with Greyson. (March Decl to MIC) Greyson
12 is entitled to that \$300,366 administrative claim, per the case law briefed in Greyson's
13 Motion [dkt.676] in chief. OPP does not refute that law. OPP (p.10., lines 14-18)
14 agrees bankruptcy estates are liable damage caused to third parties by tortious conduct
15 of Trustees.
16
17

18 **XIII. CONCLUSION**

19 Based on the evidence and law in Greyson's [dkt.676] Motion for Allowance
20 and Payment of Administrative Claim, in chief, and based on the evidence and law in
21 this Reply, the Court should grant Greyson's [dkt.676] Motion, to allow Greyson an
22 administrative claim of **at least** \$4,960,000 (2480 lawsuits x \$2,000 per suit =
23 \$4,960,000). As calculated in Greyson's [dkt.676] Motion in chief, the actual
24 administrative claim pursuant to the Greyson-Phoenix contract, is \$5,134,000. But
25 Greyson's herein Reply is only able to attach 2,480 of the \$2,000 per lawsuit Greyson
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1 to Phoenix invoices, because Greyson does not have access to the additional invoices,
2 which are in the computers/data seized from Greyson by Dinsmore firm/its field
3 agents, on 6/2/23, and never returned to Greyson, to present.
4

5 Plus, as briefed in Greyson's MIC and as briefed in **XII** immediately supra,
6 LPG's bankruptcy estate owes Greyson an additional \$300,663 administrative claim,
7 for the \$300,663 of damage Trustee's special counsel Dinsmore firm/their field
8 agents, caused Greyson, wrongfully delaying, **a full month** returning to Greyson,
9 Greyson's 48 client files (seized 6/2/23 by Dinsmore firm /their field agents), and
10 **giving Phoenix access to Greyson's 48 client files**. OPP does not deny Dinsmore
11 firm/its field agents did that, and Greyson's evidence is uncontroverted that the only
12 way Phoenix could have found and taken Greyson's 22 high paying clients (which
13 would have paid Greyson \$300,663 in fees) is if Dinsmore firm/its field agents, gave
14 Phoenix access to Greyson's 48 client files, while preventing Greyson, for over a
15 month, from being able to communicate w/Greyson's 48 clients. (Han Decl to MIC)
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20 Greyson, by its counsel, The Bankruptcy Law Firm, PC, on 12/6/23 filed
21 Greyson's Motion to Vacate dkt.13 Lockout and Preliminary Injunction Order as to
22 Greyson, and for return of items seized from Greyson on 6/2/23, without authority to
23 seize those items. [Greyson's Motion is dkt.290 in adv proc, and same motion is filed
24 as dkt.749 in main LPG bankruptcy case]. Both Greyson's Motions were set for
25 hearing on 1/3/24, but due to multiple continuances, have still not been decided, and
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1 are at present set for hearing on 5/1/24, which is after the present 4/25/24 hearing
2 date of Greyson's administrative claim motion.

3 Greyson's Motion for return of seized items is meritorious and should be
4 granted, and if those motions had not been continued by the Court, to a date later than
5 the 4/25/24 hearing date of Greyson's Motion for Allowance and Payment of
6 Administrative Claim, Greyson should have received back, from Trustee, the seized
7 original signed Greyson-Phoenix contract, which Trustee has withheld producing,
8 despite *Greyson's Request to Produce Documents* served 2/29/24, and the additional
9 Greyson to Phoenix \$2,000 invoices.

10 No continuance is needed regarding the 2,480 Greyson to Phoenix \$2,000 per
11 lawsuit = \$4,960,000 portion of Greyson's administrative claim. This Court should
12 grant Greyson an administrative claim for that \$4,960,000. But Greyson cannot
13 produce the additional \$174,000 of Greyson to Phoenix invoices (86 invoices x
14 \$2,000 per invoice = \$174,000) that are in Greyson's seized materials, so continuance
15 may be needed regarding those 86 seized invoices.

16 Similarly, Greyson cannot produce the original signed Greyson-Phoenix \$2,000
17 per lawsuit contract, seized on 6/2/24 at Greyson's office, until Trustee returns that
18 signed contract to Greyson. (Han Decl hereto) But this Reply proves the existence
19 and content of that contract, so this Court can and should grant Greyson the
20 \$4,960,000 portion of Greyson's administrative claim Motion. (March Decl hereto)

1 However, if the Court wants to see the signed Greyson-Phoenix contract—
2 which this OPP does NOT deny Dinsmore firm/its field agents seized on 6/2/23, and
3 which OPP does NOT deny Dinsmore firm/its field agents have possession of--this
4 Court should order Dinsmore firm/its field agents to forthwith produce that seized
5 contract, and set a continued hearing date after the date production is ordered.
6

7 If Dinsmore firm/its field agents do NOT produce that seized contract, this
8 Court should rule that Dinsmore firm/its field agents have committed spoliation of
9 evidence, which requires overruling Trustee's OPP, for unclean hands/spoliation of
10 evidence.
11
12

13 Dated: April 18, 2024

THE BANKRUPTCY LAW FIRM, PC

14 /s/ Kathleen P. March
15 By: Kathleen P. March, Esq
16 *Attorneys for Greyson Law Center, PC*
17 *on its dkt.676 Motion/Reply*
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REPLY DECLARATION OF KATHLEEN P. MARCH ESQ.

I, KATHLEEN P. MARCH, declare:

1. I am an attorney in good standing, admitted to practice law in California and New York. I own and run The Bankruptcy Law Firm, PC, counsel to Greyson Law Center PC (“Greyson”) on Greyson’s herein Motion for Allowance and Payment of Administrative Claim.

2. Attached to my herein Declaration, as **Exhibit A**, is Greyson’s *Request to Produce Documents* (“RPD”), which my firm, as Greyson’s counsel, served on Trustee Marshack, to his counsel of record, Dinsmore & Shohl LLP, on 2/29/24. That RPD requires, inter alia, Trustee to produce the written contract between Greyson and Phoenix, signed on or about 5/19/24, in which Phoenix contracted to pay Greyson \$2,000 per state court lawsuit, for Greyson to send Greyson W-2 attorneys to appear, for Phoenix on a 1099 basis, to defend Phoenix clients in state court suits. As Han Trinh’s Declaration to this Reply attests, that contract was seized on 6/2/23 by Dinsmore & Sholl LLP attorneys and their field agents, at Greyson’s office.

3. Attached as **Exhibit B** is Trustee Marshack’s *Response*, which gives an obviously invalid excuse for not producing the signed Greyson-Phoenix contract, of saying that contract does not exist based on (alleged) representations of ty Carss.

4. OPP does not deny that Greyson, by attorney March of The Bankruptcy Law Firm PC, on 2/29/24, served a *Request to Produce Documents* (“RPD”) on Trustee counsel, requesting Trustee to produce the fully signed Greyson-Phoenix

1 \$2,000 per lawsuit contract, which Dinsmore firm attorneys/field agents seized from
2 Greyson's office in the 6/2/23 Lockout.

3
4 5. Han Trinh's Declaration to MIC and to this Reply attests that the fully
5 signed Greyson-Phoenix \$2,000 per lawsuit contract was in Han's locked room in the
6 Dinsmore office on 6/2/23, and was gone, after the 6/2/23 Lockout.

7
8 6. OPP does not deny Dinsmore firm/their field agents seize the Contract.

9
10 7. OPP does not Dinsmore firm/its field agents have the Contract.

11
12 8. Trustee/Dinsmore firm has NOT produced the Contract to The
13 Bankruptcy Law Firm PC/attorney Kathleen March per the RFP, or at all.

14
15 9. OPP does not deny that Trustee/Dinismore firm have not produced the
16 Contract.

17 10. Trustee's *Response* [**Exhibit B** to March Decl hereto] to Greyson's
18 *Request to Produce Documents*, is an improper, evasive attempt to "stonewall" on
19 producing the signed Greyson-Phoenix Contract, seized by Trustee's counsel, the
20 Dinsmore firm/their field agents . (March Decl) Trustee's Response (on "header" of
21 Marshack Hays firm and signed by attorney Ed Hays). Following is Gresyon Request
22 for Production 2, and Trustee's Response to for Production 2:

23
24 **"REQUEST FOR PRODUCTION NO. 2:**

25 Produce to Greyson, the fully signed written contract between Greyson Law
26 Center PC, and Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per
27 lawsuit, for Greyson attorneys to appear for Greyson, to defend 11 Phoenix
28 clients in lawsuits in which Phoenix consumer debtor clients were being sued
for alleged unpaid consumer debts--which fully signed contract was seized from

Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite 400B, Irvine, CA 92612), in the 6/2/23 Lockout.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901. Argumentative, misstates evidence and misleading. Subject to and without waiving said objections: After a diligent search and reasonable inquiry **no such document exists nor has it ever existed based on representations by Phoenix Law, PC's managing director, William Ty Carss**, who was the only person who would have been authorized to sign such a contract on behalf of Phoenix Law, PC absent a forgery."

11. Please read Response 2 carefully: Trustee's Response 2 does NOT say no such document exists or has ever existed. All this Response says is that Ty Carss (allegedly) says no such document exists or ever has existed. Greyson counsel March sent several "meet and confer" emails (attached as **Exhibit C** hereto) to both Trustee firms: Dinsmore Firm, and Marshack Hays Firm, pointing out that saying Ty Carss (allegedly) says the document (signed Greyson-Phoenix Contract) does not exist, does NOT prove the document does not exist. March's emails in **Exhibit C** point out that Greyson doesn't care what Ty Carss (allegedly) says; that what Ty Carss (allegedly) says **does not excuse Trustee** from producing the seized contract; and that if Trustee wants to contend the seized contract is a forgery, Trustee is still be required to produce the contract, and then can argue it is a forgery.

12.Failure of Trustee, by his attorneys, to produce the seized contract, based on the invalid excuse stated in Trustee's Response to Request for Production No.2, quoted supra, is a blatant violation of Trustee's duty to produce the seized contract.

1 13. Trustee's above quoted Response 2, and failure to produce the seized
2 contract, is **stonewalling**.

3
4 14.If the seized contract is not produced to Greyson's counsel, before the
5 4/25/24 hearing on Greyson's dkt.676 Motion, that will be **spoliation of evidence**,
6 which is a serious offense.

7
8 15.Han Trinh's Decls. to Greyson Motion in Chief, and to this Reply, are
9 **uncontroverted** that Trustee's special counsel, the Dinsmore firm/their field agents,
10 seized the signed Contract from Han's locked room in Greyson's office on 6/2/23.
11 Since they seized the signed Contract, they had and have a duty to safeguard the
12 seized document.

13
14 16.If it has "disappeared" while in the custody of Trustee's special
15 counsel/their field agents, Trustee/Dinsmore firm/its field agents, are liable for that
16 "disappearance".

17
18 17.Note there is **no** Declaration of Ty Carss to OPP, alleging that the signed
19 Greyson-Phoenix contract never existed, and there is **no** Declaration of Rose Bianca
20 Loli to OPP, denying that Loli signed the Greyson-Phoenix contract. Han Trinh's
21 Decl. to this Reply attests that Loli signed that Contract, that Han is familiar with
22 Loli's signature, and that Loli is listed in Phoenix' newsletter of 2/23 as "CEO" of
23 Phoenix, equal on the organizational chart to Managing attorney Ty Carss. With no
24 declarations of Ty Carss or Rose Bianca Loli, to OPP, there is no admissible evidence
25 that Carss, or Loli did not sign the Contract.
26
27
28

1 18. OPP, p.8, line 1, is utterly in bad faith in arguing that Greyson has not
2 provided a copy of the Contract, when Trustee counsel knows full well that Trustee's
3 attorneys have the seized signed contract, and have not returned that seized signed
4 contract to Greyson, despite Greyson's multiple requests that Trustee's counsel return
5 the signed contract to Greyson. Those requests are: (1) Greyson, on 12/6/23, set for
6 hearing on 1/6/24, moved for return of seized items, but due to multiple continuances
7 that motion has not been heard and is a present continued to after the 4/25/24 hearing
8 on Greyson's administrative claim motion. (2) When this Court continued the hearing
9 on the administrative claim motions [Order of continuance is dkt.818, filed 1/8/24]
10 saying: "The continuance will permit the parties to continue the voluntary exchange of
11 documents for the purposes of analyzing claims and defenses", March emailed
12 Mamlyuk, asking Trustee to produce the seized contract (that email is Exhibit J
13 hereto) (3) My law firm, for Greyson, served Greyson's Request to Produce
14 Documents, served on 2/29/24, to get the seized signed contract, as is discussed supra
15 this Declaration.
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21 19.The LPG bankruptcy estate is the entity that benefitted from Greyson
22 sending Greyson attorneys to appear for Phoenix, on an independent contractor basis,
23 the defend Phoenix consumer debtor clients in 2,480 law suits, all over the US, where
24 those clients were being sued for (allegedly owed) debts. The LPG bankruptcy estate
25 benefitted from that work, because LPG got all the client files back from Phoenix, by
26
27
28

1 the “avoidance” portion of the Dkt.77 Stipulation between Trustee Marshack on the
2 one hand, and Phoenix/Carss/Tan, on the other hand.

3
4 20. OPP has no evidence contra to the Greyson’s evidence proving existence
5 and terms of the Greyson-Phoenix contract. OPP has no evidence contra to Greyson’s
6 evidence that Greyson supplied Greyson attorneys to appear for Phoenix, on an
7 independent contractor (1099) basis, to defend Phoenix consumer debtor clients in
8 state court suits, nationwide, as listed on the 2,480 invoices that Greyson sent to
9 Phoenix, Exhibit A to Han Reply Decl hereto. OPP does not deny Greyson attorneys
10 appeared for Phoenix, in the 2,480 state court suits, to defend Phoenix clients in those
11 2,480 suits.
12

13
14 21. The Declaration Trustee filed, of Trustee’s witness Jason J. Rebhun,
15 [Dkt.191-4] , shows that Phoenix agreeing to pay Greyson \$2,000 per state court suit
16 where Greyson attorneys appeared for Phoenix, defending consumer defendants, was
17 a **reasonable amount.** **Exhibit D** hereto are the relevant pages of the Rebhun’s
18 Declaration , filed by Trustee on 07/07/23 in the LPG main bankruptcy docket in
19 support of Trustee’s Motion to Sell LPG’s assets), at ¶0 and ¶11, where Rebhun
20 attests that what CLG (Consumer Legal Group) pays the local counsel CLG uses to
21 defend CLG consumer clients in lawsuits is **\$1,500 to \$2,500 per suit, sometimes**
22 **more** in Rebhun’s Declaration (Dkt.191-4,.
23
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1 22.The Dkt.77 “Avoidance” Stipulation between Trustee on the one hand,
2 and Phoenix/Carss/Tan on the other hand (filed in the adversary proceeding docket) is
3 attached as **Exhibit E** hereto.
4

5 23.The Order (dkt.365 in the main LPG bankruptcy case, that granted
6 Trustee Marshack’s dkt.176 Motion, moving the Court to order the dkt.77 Stipulation
7 as an Order, is attached as **Exhibit F** hereto.
8

9 24.**Exhibit G** hereto is Dkt.176 Trustee Motion (by Dinsmore firm), filed in
10 main LPG case on 7/6/23, moving this Court to Order the Dkt. 77 Stipulation (from
11 adv proc) as an Order.
12

13 25.**Exhibit H** hereto is Dkt.180, this Court’s Order granting Dinsmore firm
14 request to have Dkt.176 Motion heard on severely shortened time. The dkt.180 Order
15 required Dinsmore firm to serve the Dkt.176 Motion on “all creditors” and on “all
16 interested parties” required Dinsmore firm to PHONE all creditors and all interested
17 parties and tell them the 7/11/23 hearing date for Dkt.176 Motion, on shortened time;
18 and required Dinsmore firm to serve and file a *Notice of Hearing* of the Dkt.176
19 Motion, saying it was being heard on 7/11/23. I found no such *Notice of Hearing* in
20 the LPG main case pacer docket between 7/6/23 and the 7/11/23 hearing date. The
21 relevant page of the LPG main case pacer docket showing no *Notice of Hearing* was
22 filed is **Exhibit I** hereto.
23
24
25

26 26.Han Trinh’s Declaration to Greyson’s [dkt.676] Administrative Claim
27 Motion in chief, attests that defending the 2,480 state court suits was necessary, and
28

1 **benefitted** LPG, because Phoenix was an alter ego Phoenix, and because LPG got
2 back from Phoenix, all the LPG files that had been transferred to Phoenix..

3
4 27.LPG got back all the files from Phoenix via the the Dkt. 77 “Avoidance”
5 Stipulation (filed in the adv proc), attached as **Exhibit D** to my herein Declaration,
6 and per the [Dkt.365 in main LPG bankruptcy docket] Order, ordering the Stipulation
7 as an Order, attached as **Exhibit E** to my herein Declaration.
8

9 28. Almost simultaneously with Trustee getting the client files back from
10 Phoenix, by the Dkt. 77 “Avoidance” Stipulation and Order, the LPG bankruptcy
11 estate, by Trustee, moved to sell, and did sell all those files to Morning Law, and the
12 Court granted that Motion, to sell to Morning Law as buyer. The [dkt.352] sale order
13 is entered on 8/2/23 in the LPG main bankruptcy case docket. Trustee immediately
14 sold all those client files to Morning Law, by the [dkt.352] Sale Order entered on
15 8/2/23 in the LPG main bankruptcy case docket. (March Decl hereto).
16
17

18 29. The *Agreement of Purchase and Sale* attached to the [dkt.352] Sale
19 Order states Morning Law is paying the LPG bankruptcy estate 5.5 million to start and
20 is required to pay 50% of future payments Morning Law receives on active executory
21 contracts and 40% of future payments on inactive executory contracts. The total
22 estimated payment that Morning Law was to pay the LPG bankruptcy estate, was
23 supposed to be more than the 42 million dollars Consumer Law Group (the losing
24 bidder) had bid.
25
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1 I declare under penalty of perjury that the foregoing is true and correct and that
2 this Declaration is executed at Los Angeles, California, on April 18, 2024.
3

4 /s/ Kathleen P. March
5 KATHLEEN P. MARCH
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EXHIBIT A

Kathleen P. March, Esq., (CA SBN 80366)
THE BANKRUPTCY LAW FIRM, PC
10524 W. Pico Blvd, Suite 212, LA, CA 90064
Phone: 310-559-9224; Fax: 310-559-9133
Email: kmarch@BKYLAWFIRM.com
*Counsel for Greyson Law Center PC on Greyson's
Motion to Vacate, on Greyson's Motion for Admin.
Claim, and defending Greyson in adv proc.*

UNITED STATES BANKRUPTCY COURT
OF THE CENTRAL DISTRICT OF CALIFORNIA— SANTA ANA DIV.

In re

LITIGATION
PRACTICE
GROUP, PC

Debtor.

Bankruptcy Case No. 8:23-bk-10571-SC
Adversary Proceeding 8:23-ap-01046-SC
Chapter 11

ADMINISTRATIVE CLAIMANT, GREYSON LAW
CENTER PC'S, FRBP RULE 7034 [FRCP RULE 34]

REQUESTS FOR PRODUCTION OF

DOCUMENTS, PROPOUNDED TO RICHARD

MARSHACK, CHAPTER 11 TRUSTEE

What: Requests for Production of Documents

What Set: Set ONE

Propounded to: Richard Marshack, Chapter 11
Trustee

Propounded by: Greyson Law Center PC, Movant on
Greyson's Motion [dkt.676] for allowance and payment
of administrative claim, a contested matter, where
Trustee is represented by Trustee's Law Firm,
Marshack Hays Wood LLP

Greyson Law Center PC's Requests for Production of Documents, Set ONE, propounded to Chapter
11 Trustee Richard Marshack, to his attorneys of record Marshack Hays Wood LLP, regarding
Greyson's Motion [dkt.676] for Allowance and Payment of Administrative Claim, a contested matter

Pursuant to Federal Rules of Bankruptcy Procedure (“FRBP”) Rule 9014 (contested matters) and pursuant to FRBP Rule 7034 (Requests for Production), which incorporates FRCP Rule 34, Greyson Law Center, PC (“Greyson”), movant on Greyson’s Motion [dkt.676 in LPG main bankruptcy case docket] for allowance and payment of administrative claim—which Motion is a contested matter in which discovery may be taken-- requests that Chapter 11 Trustee Richard Marshack--by Trustee’s law firm (Marshack Hays Wood LLP), which represents Trustee Marshack regarding Greyson’s administrative claim Motion [dkt.676] :

(1) produce the documents requested herein, and

(2) serve a written Response to this Request for Production, as required by FRCP Rule 34(b)(2)(A) and (B) (incorporated into FRBP Rule 7034).

Both the documents here requested, and the written Response, are required to be served on Greyson’s counsel, listed on page 1 supra, within 30 days after this Request to Produce is served by email on Trustee Marshack’s attorneys who have communicated with Greyson counsel regarding Greyson’s [dkt.676] Motion, and who are D.Edward Hays, Layla Buchanan, and Alina Mamlyuk, Esq. of Marshack Hays Wood LLP law firm. All are being served by email, as e-file/e-serve attorneys, plus are being served by Federal Express next day delivery Trustee Marshack’s counsel of record.

Documents requested are required to be served by placing the documents in Dropbox and sending an invitation to view said documents to counsel for Greyson (The Bankruptcy Law Firm, P.C. by Kathleen P. March, Esq., to kmarch@bkylawfirm.com). Alternatively, the documents can be produced in paper form, by delivering them to The Bankruptcy Law Firm, PC, within the 30 days after this Request to Produce Documents is served.

TRUSTEE MARSHACK IS REQUESTED TO PRODUCE THE FOLLOWING:

Greyson Law Center PC’s Requests for Production of Documents, Set ONE, propounded to Chapter 11 Trustee Richard Marshack, to his attorneys of record Marshack Hays Wood LLP, regarding Greyson’s Motion [dkt.676] for Allowance and Payment of Administrative Claim, a contested matter

REQUEST NO. 1: Produce to Greyson, all Greyson invoices to Phoenix, that are in the documents and data which Trustee's special counsel Dinsmore & Shohl LLP/its field agents seized at Greyson's office located at 3345 Michelson Drive, Suite 400B, Irvine, CA 92612, in the 6/2/23 Lockout of Greyson from Greyson's office.

REQUEST NO. 2: Produce to Greyson, the fully signed written contract between Greyson Law Center PC, and Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per lawsuit, for Greyson attorneys to appear for Greyson, to defend Phoenix clients in lawsuits in which Phoenix consumer debtor clients were being sued for alleged unpaid consumer debts--which fully signed contract was seized from Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite 400B, Irvine, CA 92612), in the 6/2/23 Lockout.

REQUEST NO. 3: Produce to Greyson, all unsigned copies and drafts of the Contract described in 2 supra, whether in paper form, or in electronic form.

REQUEST NO. 4: Produce to Greyson all emails, texts, and other documents, sent by or to Ty Carss, Esq., or sent by or to Rosa Bianca Loli, or sent by or to other personnel of Phoenix Law--an entity determined by the Bankruptcy Court to be an alter ego of debtor Litigation Practice Group, which from 6/2/23 to present has been

Greyson Law Center PC's Requests for Production of Documents, Set ONE, propounded to Chapter 11 Trustee Richard Marshack, to his attorneys of record Mashack Hays Wood LLP, regarding Greyson's Motion [dkt.676] for Allowance and Payment of Administrative Claim, a contested matter

controlled by Trustee Marshack--which refer to, describe, or in any way evidence the
\$2,000 per case contract between Greyson and Phoenix.

REQUEST NO. 5: Produce to Greyson, all emails, texts, documents, or
writings of any kind, which reflect, refer to, or reference, how Phoenix Law came to
take/obtain/or contract with the 22 high paying clients, of Greyson's 48 total clients,
which client files for those 48 Greyson clients were seized from Greyson's office at
3345 Michelson Drive, Suite 400B, Irvine, CA 92612, in the 6/2/23 lockout of
Greyson from Greyson's office, performed by Dinsmore & Shohl, LLP attorneys/its
field agents.

REQUEST NO. 6: Produce to Greyson, all emails, texts, documents, or
writings of any kind, which reflect, refer to or evidence attorneys of Dinsmore &
Shohl, LLP, or field agents doing work for that law firm, or anyone else, allowing
Phoenix Law, or personnel of Phoenix Law, to have access to some or all of
Greyson's 48 client files, which Dinsmore & Shohl LLP attorneys/its field agents
seized from Greyson's office in the 6/2/23 lockout of Greyson from Greyson's office.

Dated: February 29, 2024

THE BANKRUPTCY LAW FIRM, PC

_____/s/ Kathleen P. March_____

By Kathleen P. March, Esq. counsel to Greyson Law
Center, PC on this Request to Produce ,and on Greyson's

Greyson Law Center PC's Requests for Production of Documents, Set ONE, propounded to Chapter
11 Trustee Richard Marshack, to his attorneys of record Mashack Hays Wood LLP, regarding
Greyson's Motion [dkt.676] for Allowance and Payment of Administrative Claim, a contested matter

[dkt.676] Motion for Allowance and Payment of
Administrative Claim

Greyson Law Center PC's Requests for Production of Documents, Set ONE, propounded to Chapter
11 Trustee Richard Marshack, to his attorneys of record Mashack Hays Wood LLP, regarding
Greyson's Motion [dkt.676] for Allowance and Payment of Administrative Claim, a contested matter

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10524 W. Pico Blvd., Ste. 212, Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (*specify*):

**ADMINISTRATIVE CLAIMANT, GREYSON LAW CENTER PC'S, FRBP RULE 7034
[FRCP RULE 34] REQUESTS FOR PRODUCTION OF DOCUMENTS,
PROPOUNDED TO RICHARD MARSHACK, CHAPTER 11 TRUSTEE**

will be served or was served in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 2/29/24, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

By FedEx Express Overnight, to Marshack Hays Wood, Attn: D. Edward Hays, Esq., 870 Roosevelt, Irvine, CA 92620

By email, to Alina Mamlyuk, Esq., amamlyuk@marshackhays.com

By email, to Edward Hays, Esq., ehays@marshackhays.com

By email, to Layla Buchanan, Esq., lbuchanan@marshackhays.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

2/29/24
Date

Kathleen P. March
Printed Name

/s/ Kathleen P. March
Signature

EXHIBIT B

1 D. EDWARD HAYS, #162507
ehays@marshackhays.com
2 ALINA MAMLYUK, #284154
amamlyuk@marshackhays.com
3 MARSHACK HAYS WOOD LLP
870 Roosevelt
4 Irvine, California 92620
Telephone: (949) 333-7777
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 11 Trustee
RICHARD A. MARSHACK

7
8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re

11 THE LITIGATION PRACTICE GROUP P.C.,

12
13 Debtor.

Case No: 8-23-bk-10571-SC

Chapter 11

RICHARD A. MARSHACK, CHAPTER 11
TRUSTEE'S RESPONSE TO
ADMINISTRATIVE CLAIMANT
GREYSON LAW CENTER PC'S, FRBP
RULE 7034 [FRCP RULE 34]

[NO HEARING REQUIRED]

16
17
18 PROPOUNDING PARTIES: Defendant, GREYSON LAW CENTER PC

19 RESPONDING PARTY: Plaintiff RICHARD A. MARSHACK, Chapter 7 Trustee

20 SET NO.: ONE

21 Richard A. Marshack, in his capacity as Chapter 11 Trustee ("Trustee") of the Bankruptcy
22 Estate ("Estate") of The Litigation Practice Group P.C. ("Debtor") ("Trustee" or "Responding
23 Party"), responds and objects to the Document Requests, Set One propounded by Greyson Law
24 Center PC ("Propounding Parties"), as follows:

25 **Preliminary Statement**

26 These responses are made solely for the purpose of this action. No incidental or implied
27 admissions are intended by the responses. Responding Party's responses to any of the requests
28 should not be taken as an admission that Responding Party accepts or admits the existence of any

1 facts assumed by such requests or that such response constitutes admissible evidence as to any such
2 assumed facts. The fact that Responding Party responds to part or all of any request is not intended
3 to and shall not be construed to be a waiver by Responding Party of any objection to any request.
4 Furthermore, Responding Party's responses are made without waiving, and expressly reserving, the
5 right: (a) to object to any effort to use any documents produced in any step or proceeding in this
6 action or any other action, and (b) to object on any ground to other discovery requests regarding the
7 subject matter of any request herein.

8 This action is still in the discovery phase and Responding Party has not yet completed
9 investigation of the facts related to the action; has not yet completed discovery in this action; and has
10 not yet completed preparation for trial. Responding Party's responses herein are based on, and reflect
11 the current state of its knowledge. Responding Party expressly reserves the right to supplement its
12 responses at a later time should it deem such supplementation necessary or appropriate.

13 In particular, Responding Party anticipates that depositions will produce additional facts and
14 the need for additional investigation regarding the information in these responses.

15 The inadvertent production of a document that is privileged, constitutes work-product, or is
16 protected from disclosure by any other applicable doctrine or rule of law, shall not be deemed to
17 waive the applicable privilege, doctrine, or rule of law with respect to that document, any other
18 document, or the subject matter or context of any such document.

19 Documents produced in response to this Demand for Production of Documents will be served
20 by placing the documents in Dropbox and sending an invitation to view said documents to counsel
21 for Greyson (The Bankruptcy Law Firm, P.C. by Kathleen P. March, Esq., to
22 kmarch@bkylawfirm.com.

23 General Objections

24 Responding Party objects generally to the requests on the following grounds, each of which
25 is incorporated by reference in the responses to each and every demand below:

26 1. Responding Party objects to each request to the extent that the request(s) seek the
27 disclosure of attorney-client privileged information, and Responding Party asserts the attorney-client
28 privilege with respect to each such document. Responding Party will not produce information

protected from disclosure by the attorney-client privilege. Responding Party is not currently withholding documents on the basis of the attorney-client privilege. A privilege log will be produced if any privileged documents are subsequently discovered.

2. Responding Party objects to each request to the extent that the request(s) seek the discovery of documents protected by the attorney work-product doctrine and asserts the attorney work-product doctrine with respect to each such document. Responding Party will not produce information protected from disclosure by the attorney-work-product doctrine.

3. Responding Party objects to each request to the extent the request(s) exceed the scope of necessary and appropriate discovery, and/or are not relevant to any party's claim or defense and proportional to the needs of the case.

4. Responding Party objects to each request to the extent that the request(s) seek documents which contain proprietary information, trade secrets, and/or other confidential information.

Without waiving any of the foregoing objections, Responding Party responds to Responding Party's requests below:

WITHOUT WAIVING ANY OF THE FOREGOING OBJECTIONS, RESPONDING PARTY

RESPONDS TO RESPONDING PARTY'S REQUESTS BELOW:

REQUEST FOR PRODUCTION NO. 1:

Produce to Greyson, all Greyson invoices to Phoenix, that are in the documents and data which Trustee's special counsel Dinsmore & Shohl LLP/its field agents seized at Greyson's office located at 3345 Michelson Drive, Suite 400B, Irvine, CA 92612, in the 6/2/23 Lockout of Greyson from Greyson's office.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901. Argumentative, misstates evidence and misleading. Responding Party objects on the grounds the requested documents are in the possession, custody and control of Propounding Party as evidenced by the invoices produced by Han Trinh prior to her deposition taken on March 20, 2024 and as such this request overly burdensome, oppressive and harassing. Subject to and without waiving said

1 objections: After a diligent search and reasonable inquiry, Responding Party will produce documents
2 responsive to this request.

3 **REQUEST FOR PRODUCTION NO. 2:**

4 Produce to Greyson, the fully signed written contract between Greyson Law Center PC, and
5 Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per lawsuit, for Greyson attorneys to
6 appear for Greyson, to defend 11 Phoenix clients in lawsuits in which Phoenix consumer debtor
7 clients were being sued for alleged unpaid consumer debts--which fully signed contract was seized
8 from Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite 400B, Irvine, CA
9 92612), in the 6/2/23 Lockout.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

11 Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901.
12 Argumentative, misstates evidence and misleading. Subject to and without waiving said objections:
13 After a diligent search and reasonable inquiry no such document exists nor has it ever existed based
14 on representations by Phoenix Law, PC's managing director, William Ty Carss, who was the only
15 person who would have been authorized to sign such a contract on behalf of Phoenix Law, PC absent
16 a forgery.

17 **REQUEST FOR PRODUCTION NO. 3:**

18 Produce to Greyson, all unsigned copies and drafts of the Contract described in 2 supra,
19 whether in paper form, or in electronic form.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

21 Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901.
22 Argumentative, misstates evidence and misleading. Subject to and without waiving said objections:
23 After a diligent search and reasonable inquiry Responding Party is not able to locate documents
24 responsive to this request.

25 **REQUEST FOR PRODUCTION NO. 4:**

26 Produce to Greyson all emails, texts, and other documents, sent by or to Ty Carss, Esq., or
27 sent by or to Rosa Bianca Loli, or sent by or to other personnel of Phoenix Law--an entity
28 determined by the Bankruptcy Court to be an alter ego of debtor Litigation Practice Group, which

1 from 6/2/23 to present has been controlled by Trustee Marshack--which refer to, describe, or in any
2 way evidence the \$2,000 per case contract between Greyson and Phoenix.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

4 Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901.
5 Argumentative, misstates evidence and misleading. Subject to and without waiving said objections:
6 Responding Party has never controlled any entity in this matter, including Phoenix Law, PC and is
7 prohibited from doing so. Based thereon and after a reasonable search and diligent inquiry, no
8 documents responsive to this request exist.

9 **REQUEST FOR PRODUCTION NO. 5:**

10 Produce to Greyson, all emails, texts, documents, or writings of any kind, which reflect, refer
11 to, or reference, how Phoenix Law came to take/obtain/or contract with the 22 high paying clients, of
12 Greyson's 48 total clients, 8 which client files for those 48 Greyson clients were seized from
13 Greyson's office at 3345 Michelson Drive, Suite 400B, Irvine, CA 92612, in the 6/2/23 lockout of
14 Greyson from Greyson's office, performed by Dinsmore & Shohl, LLP attorneys/its field agents.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

16 Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901.
17 Argumentative, misstates evidence and misleading. Subject to and without waiving said objections:
18 Greyson Law Center's twenty-two alleged clients, poached from Debtor, were stored on the same
19 customer relationship management platform, LUNA Tony Diab used to fraudulently transfer LPG
20 clients to Phoenix, which would include the client Greyson illegally "poached." Based thereon and
21 after a reasonable search and diligent inquiry, no documents responsive to this request exist.

22 **REQUEST FOR PRODUCTION NO. 6:**


23 Produce to Greyson, all emails, texts, documents, or writings of any kind, which reflect, refer
24 to or evidence attorneys of Dinsmore & Shohl, LLP, or field agents doing work for that law firm, or
25 anyone else, allowing Phoenix Law, or personnel of Phoenix Law, to have access to some or all of
26 Greyson's 48 client files, which Dinsmore & Shohl LLP attorneys/its field agents seized from
27 Greyson's office in the 6/2/23 lockout of Greyson from Greyson's office.
28

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901. Argumentative, misstates evidence and misleading. Responding Party objects on the grounds Propounding Party is in possession, custody and control of documents sought by this request and as such this request is unduly burdensome, oppressive and harassing. Subject to and without waiving said objections: On July 7, 2023, the Trustee provided Propounding Party's counsel of record, Douglas Plazak, with access to its 22 poached files and all records, emails and writings therein which Greyson either directly or by and through its attorney of record accessed and made copies. Based thereon and after a reasonable search and diligent inquiry, Responding Party will produce documents responsive to this request

DATED: March 29, 2024

MARSHACK HAYS WOOD LLP

By: 
D. EDWARD HAYS
ALINA MAMLYUK
Attorneys for Chapter 11 Trustee
RICHARD A. MARSHACK

PROOF OF SERVICE OF DOCUMENT

In re: Litigation Practice Group, PC
Bankruptcy Case No. 8:23-bk-10571-SC

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 years and am not a party to this action. My business address is 870 Roosevelt, Irvine, CA 92620.


On March 29, 2024, I served the foregoing document described as **RICHARD A. MARSHACK, CHAPTER 11 TRUSTEE'S RESPONSE TO ADMINISTRATIVE CLAIMANT GREYSON LAW CENTER PC'S, FRBP RULE 7034 [FRCP RULE 34]** on interested parties in this action by placing a true copy thereof enclosed in sealed envelopes as follows:

COUNSEL FOR GREYSON LAW
CENTER PC – VIA EMAIL ONLY

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
10524 W. Pico Blvd., Suite 212,
Los Angeles, California 90064
T: 310.559.9224
F: 310.559.9133
E: kmarch@BKYLAWFIRM.com

- ☐ **(By U.S. Mail)** I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit. I deposited such envelope(s) with postage thereon fully prepaid to be placed in the United States Mail at Irvine, California.
- ☒ **(By E-Mail)** I transmitted a copy of the foregoing documents(s) via e-mail to the addressee(s).
- ☒ **(Federal)** I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 29, 2024, at Irvine, California.



CYNTHIA BASTIDA

EXHIBIT C

Kathleen March

From: K. P. March <kmarch@bkylawfirm.com>
Sent: Thursday, April 4, 2024 6:55 PM
To: 'Ed Hays'; 'Alina Mamlyuk'
Cc: 'Freedman, Jeremy'
Subject: attys Hays & Mamlyuk of Marshack Hays, from KPMarch, Bky LF, counsel to Greyson in adv proc; cc to atty Freedman: Marshack Hays prepared/signed/served Trustee Marshack's Response to Greyson's RPDocs, so Marshack Hays must meet & confer with my firm
Attachments: pacer docket adv proc Marshack v Diab et al start to 022824.pdf

040424

Attys Ed Hays & Alina Mamlyuk of Marshack Hays firm, from KPMarch, Bky LF, counsel to Greyson in adv proc; cc to atty Freedman of Dinsmore firm:

Ed:

Marshack Hays prepared/signed/served Trustee Marshack's Response to Greyson's RPDocs, so Marshack Hays must meet & confer with my firm, instead of Freedman of Dinsmore firm, which did NOT prepare/sign/serve Trustee Marshack's Response, trying to meet and confer regarding a pleading the Dinsmore firm did not prepare/sign/serve.

Attorney Freedman claimed, in his previous emails to my firm, that Marshack Hays firm was entitled to prepare/sign/serve Trustee Marshack's Response to Greyson Law Center PC's ("Greyson") Request to Produce Documents, served by my firm, as counsel for adversary proceeding defendant Greyson, on adversary proceeding plaintiff Trustee Marshack. My firm had served Greyson's Request to Produce Documents on the Dinsmore firm on 2/29/24, because the Dinsmore firm was the sole firm listed on the adversary proceeding pacer docket as counsel for Trustee in the adversary proceeding. .

Bankruptcy Court does not agree Marshack Hays was co-counsel with Dinsmore as 6/12/23, because my firm has a copy of the adversary proceeding docket, printed 3/28/24 (copy attached), and it only shows Dinsmore as counsel to trustee in the adversary proceeding and does not show Marshack Hays as co-counsel, as of 3/28/24. When Ed Hays appeared on 6/12/23, he appeared as Trustee General Counsel, not as co-counsel with Dinsmore firm in the adversary. Page 2 of 6/12/23 transcript which Freedman emails my firm so states.

But since atty Freedman claims that Marshack Hays was entitled to prepare/sign/serve the Response to Greyson's Request for Production of Documents, that Marshack Hays prepared/signed/ served on my firm on 3/29/24, it is Marshack Hays—not attorney Freedman of Dinsmore—that needs to do the "meet and confer" with my firm regarding Trustee's Response that Marshack Hays firm prepared/signed/served on my firm on 3/29/24. It seems axiomatic that the firm that prepared/signed/served the Response—not some other firm--needs to do the meet and confer regarding To Trustee Marshack 3/29/24 Response, prepared/signed and served by Marshack Hays.

Therefore, Ed Hays, or some other attorney of Marshack Hays, please YOU meet and confer with my firm regarding the Responses to Greyson's Request to Produce Documents served 2/29/24, which your firm served on my firm on 3/29/24. This is necessary because only the firm that prepared/signed/served Trustee's 3/29/24 Response to Greyson's Request to Produce—which is YOUR FIRM—is in a position to say what is the "diligent search and reasonable inquiry" stated in Response 2 quoted infra, that Trustee Marshack did to try to locate and produce to my firm the written contract, signed between Greyson and Phoenix on or about 5/19/23. Here, for your convenience is Request to produce 2, and Marshack Hays' Response to Request to produce 2:

“REQUEST FOR PRODUCTION NO. 2:

Produce to Greyson, the fully signed written contract between Greyson Law Center PC, and Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per lawsuit, for Greyson attorneys to appear for Greyson, to defend 11 Phoenix clients in lawsuits in which Phoenix consumer debtor clients were being sued for alleged unpaid consumer debts--which fully signed contract was seized from Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite 400B, Irvine, CA 92612), in the 6/2/23 Lockout.”

“RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence section 901.

Argumentative, misstates evidence and misleading. Subject to and without waiving said objections:

After a diligent search and reasonable inquiry no such document exists nor has it ever existed based on representations by Phoenix Law, PC's managing director, William Ty Carss, who was the only person who would have been authorized to sign such a contract on behalf of Phoenix Law, PC absent a forgery.”

Tony Diab's Declaration, filed by my firm on 4/2/24, as part of Greyson's supplemental briefing [dkt.474], attests that Diab brokered the contract between Greyson and Phoenix. I don't need to debate Carss testimony at the 6/12/23 hearing. Carss testified at p.200-212 of the 6/12/23 hearing transcript, that Phoenix used Greyson attorneys to appear in state court cases in various states, to defend LPG clients. At that time LPG had transferred LPG's clients to Phoenix, but Phoenix thereafter returned those files to LPG by “avoidance” stipulation [dkt.77 in adv proc].

Responding that no such document [signed Greyson-Phoenix \$2,000 per lawsuit contract] exists nor has it ever existed based on representations by Ty Carss is NOT a statement that no such document exists.

Its only a statement that Ty Carss says the document doesn't exist.

My firm doesn't care what Carss, claims, because whatever Carss claims does not negate existence of the signed document.

Tony Diab's Declaration filed 4/2/24 by my firm, as part of Greyson's supplemental briefing, attests that Diab brokered the contract between Greyson and Phoenix. That contract was signed by Phoenix, by Bianca Loli, who was represented in Phoenix documents as being CEO of Phoenix Law, on same level as Phoenix Managing attorney Ty Carss. As such Loli had authority to sign, and did sign, the contract. My firm's information is Trustee attorneys have been told by Loli/Loli's counsel, that Loli signed that Contract, so Freedman's emails are, unfortunately not being honest in giving a weasily answer that denies a contract does not exist, based solely on Carss denying Carss signed it, when Trustee's attorneys have been told that Loli signed that contract for Phoenix. If the document seized from Han's locked room in the Greyson office on 6/2/23 was a forgery, Trustee would still be required to produce the document

My firm suggests that Marshack Hays needs to get the signed Greyson-Phoenix contract from the Dinsmore firm/its field agents, and produce the document. Failing to do that is perilously close to spoliation of evidence. Quit trying to weasel, and produce the document. After it is produced Trustee can argue Loli was not authorized to sign, but such an argument, or any other claim that the signed contract is not binding, does not relieve Trustee of producing the document.

Reply please Ed Hays or other Marshack Hays attorney. Thx in advance.

KPMarch

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
10524 W. Pico Blvd, Suite 212
Los Angeles, CA 90064
Phone: 310-559-9224
Fax: 310-559-9133
E-mail: kmarch@BKYLAWFIRM.com
Website: www.BKYLAWFIRM.com
"Have a former bankruptcy judge for your personal bankruptcy attorney"

From: Freedman, Jeremy <Jeremy.Freedman@Dinsmore.com>
Sent: Thursday, April 4, 2024 2:23 PM
To: K. P. March <kmarch@bkylawfirm.com>; 'Ed Hays' <EHays@MarshackHays.com>; 'Alina Mamlyuk' <amamlyuk@marshackhays.com>
Cc: Celentino, Christopher <Christopher.Celentino@DINSMORE.COM>; Serrano, Jonathan <Jonathan.Serrano@Dinsmore.com>; Ghio, Christopher <Christopher.Ghio@Dinsmore.com>
Subject: RE: To Dinsmore firm atty Freedman, and to Marshack Hays attys Hays & Mamlyuk, from KPMarch, Bky LF, counsel defending Greyson Law Center PC in adv proc; Read below response to Freedman 4/2/24 at 11:23am email and please REPLY Hays and Freedman

Ms. March,

Your bad faith meet and confer efforts continue as a result of your failure to review the record in this case prior to your appearance or provide any factual or legal authority for your clients position.

Had you made even the most cursory review of the records in the 1046 Adversary, you'd see that Ed Hays of Marshack Hays Wood made an appearance on June 12, 2023. Your refusal to acknowledge this reality does not make it false. Please feel free to correct your misapprehension and review the appearances made (Page ii of the attached transcript / Page 2 of the PDF) at the June 12, 2023 hearing. Of course Judge Clarkson has personal knowledge of this fact and so we are confident you'll get no traction on this front with his honor. I further would suggest you actually read the transcript as it severely undermines your clients' false declarations and bad faith arguments being made and submitted to the court by your office in this matter. In that regard you should review your obligations pursuant FRBP 7011/FRCP 11. The Trustee's discovery responses satisfy Fed.R.Civ.P. Rule 26(e) and your meet and confer continues to be raised in bad faith.

With regards to the purported contract, Han testified at her deposition that she dropped the contract off with a secretary. She did not see it signed and could not remember if it was signed by Ty Carss, the only party authorized to sign for Phoenix. Bianca Loli had no authority to sign on behalf of or bind Phoenix and was instead, the principal of Prime Logix. Ty Carss will testify he did not see any such contract or sign it. Phoenix is an entity and cannot sign anything. Witness statements that "Phoenix" signed the purported contract are unavailing for this reason. The fact is, no one saw it signed by Ty Carss because it was never signed by Ty Carss.

Your claim that Ty Carss testified that Phoenix agreed to the \$2,000 per file contract for the proposition he did sign the contract is false. Again you are doing your clients a disservice by failing and refusing to carefully consider the record in this matter. If you did, you'd know that Ty Carss actually testified that Tony Diab told Ty Carss the plan was that Phoenix files were to go to Greyson and Phoenix would pay Greyson \$2,000 per file instead of Phoenix paying \$750 per file directly to the attorney. Obviously, Diab was able to dictate this arrangement because Diab controlled Greyson just as much as he controlled Phoenix. Of course you know this because your client, Han Trinh testified Diab purportedly "negotiated" the purported contract between Phoenix and Greyson. Diab's text messages to Ty Carss confirm that this

was the plan until Tony decided to shut down Greyson. See Ty Carss actual testimony below and the text message from Diab to Ty Carss attached to the Declaration of Ty Carss in opposition to Greyson's motion for a protective order.

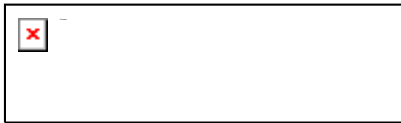
"Well, again, the payment process through Phoenix was so slow that a lot of these attorneys were wondering how they were going to get paid. And then they -- many of them, as I noticed, their e-mails all started changing from LPG e-mails to Greyson e-mails. And many of them told me that they would not take assignments unless it was through Greyson. And this is sort of how I actually learned about Greyson. And I would ask Mr. Diab, "Is this where the attorneys are coming from? Am I sending the assignments through that?" And he was -- and the answer was, **"Yes. We're going to do that for a while. But I don't know that that model is working. And I think that Greyson is going to be terminated. It's going to be shut down."**

June 12, 2023 Hearing Transcript at 201:3-15.

It is clear Ty Carss knew nothing about a "contract" and was simply acting on instructions from the man controlling both Phoenix and Greyson behind the scenes: Tony Diab.

Further, the request seeks an executed copy of a contract between "Greyson and Phoenix.... Seized from Han Trinh's locked office." As phrased, no such document exists nor can it exist absent a forgery. As Han testified she never saw Ty Carss sign the document. And, in any event, no such document -- executed or unexecuted -- exists in the Trustee's possession custody and/or control. Based on the foregoing, the Trustee has complied with his obligations and provided complete straightforward responses to Greyson's request for production of documents.

Best,



Jeremy B. Freedman

Associate

Dinsmore & Shohl LLP • Legal Counsel
655 West Broadway
Suite 800
San Diego, CA 92101

T (619) 400-0517 • F (619) 400-0501

E Jeremy.Freedman@Dinsmore.com • dinsmore.com

From: K. P. March <kmarch@bkylawfirm.com>

Sent: Wednesday, April 3, 2024 7:54 PM

To: Freedman, Jeremy <Jeremy.Freedman@Dinsmore.com>; 'Ed Hays' <EHays@MarshackHays.com>; 'Alina Mamlyuk' <amamlyuk@marshackhays.com>

Cc: Celentino, Christopher <Christopher.Celentino@DINSMORE.COM>; Serrano, Jonathan <Jonathan.Serrano@Dinsmore.com>; Ghio, Christopher <Christopher.Ghio@Dinsmore.com>

Subject: To Dinsmore firm atty Freedman, and to Marshack Hays attys Hays & Mamlyuk, from KPMarch, Bky LF, counsel defending Greyson Law Center PC in adv proc; Read below response to Freedman 4/2/24 at 11:23am email and please REPLY Hays and Freedman

040324

To Dinsmore firm, special counsel to Trustee Marshack in adv proc 8:23-ap-01046-SC; attn Jeremy Freedman, Esq.

From The Bankruptcy Law Firm, PC, by KPMarch Esq. , counsel to Greyson Law Center PC in that adv proc and on Greyson's admin claim Motion (dkt.676)

Atty Ed Hays, and attorney Jeremy Freedman:

This email is Greyson's response to Freedman's 4/2/24 at 11:23 am email to my law firm: My firm is still trying to meet and confer with you, and with the Marshack Hays firm (which wrote and served Trustee's Response to Greyson's Request to Produce Documents, on Marshack Hays firm "header", signed by attorney Hays), despite Freedman's unfounded allegations made in Freedman's 4/2/24 at 11:23 am email.

I have "pasted" your 4 items, from Freedman's 4/2/24 at 11:23am email, into this email, and my firm's responses, for Greyson, are in [CAPITAL LETTERS](#), as follows:

First, Marshack Hays Wood, LLP, has always represented the Trustee in the 1046 Action as general counsel. See the 1046 Action Docket. [NOT TRUE: MARSHACK HAYS HAD NEVER APPEARED IN THE 8:23-AP-01046-SC ADVERSARY PROCEEDING, UNTIL THAT FIRM FILED 4 SUBPOENAS ON 4/27/24. BEING GENERAL COUNSEL TO TRUSTEE MARSHACK DID NOT MAKE MARSHACK HAYS COUNSEL IN THE ADVERARY PROCEEDING. THAT IS WHY MARSHACK HAYS WAS NEVER LISTED AS COUNSEL TO TRUSTEE IN THE ADVERARY PROCEEDING UNTIL AFTER 4/28/24.](#)

Second, Marshack Hays Wood, LLP has been appointed general counsel to the Trustee, giving Marshack Hays the power to respond to discovery on behalf of the Trustee. See Docket No. 129, attached. In this regard, Trustee has been represented by Marshack Hays at the hearing on his motion for temporary restraining order and preliminary injunction, among other hearings to which I was present and Judge Clarkson is well aware of. Your client received the verified responses of the Trustee. You provide no authority that general counsel who has appeared in the 1046 action may not sign discovery responses on behalf of its client. As such, the Trustee has complied with his obligation and his responses proper. [THE DKT.129 ORDER IN MAIN LPG BKY CASE DKT, WHICH YOU REFER TO DOES NOT MAKE MARSHACK FIRM COUNSEL IN ADVERSARY PROCEEDINGS. IT JUST GRANTS APPLIC OF MARSHACK HAYS FIRM TO BE EMPLOYED AS GENERAL COUNSEL FOR TRUSTEE MARSHACK, AND DOES NOT SAY MARSHACK HAYS IS EMPLOYED AS SPECIAL COUNSEL FOR MARSHACK.](#)

With regards to the purported contract between Phoenix and Greyson, Han's testimony at her deposition make it clear she did not see anyone sign any such contract, cannot recall who allegedly signed the contract, and only testified it was dropped off with a secretary. Ty Carss, on the other hand, has personal knowledge of whether he, as the only authorized agent of Phoenix to sign the purported contract, actually signed any such contract. Mr. Carss will testify and declare that he did not sign and was never presented with any such contract to sign. Trustee cannot produce a document that does not exist and cannot reasonably exist absent forgery. Trustee made a good faith effort to search for such documents,

talk to witnesses and based thereon provided a complete straightforward and proper response. THERE ARE WITNESSES THAT THE CONTRACT WAS SIGNED BY PHOENIX, AND TY CARSS, WHOM YOU ARE RELYING ON, TESTIFIED AT THE 6/12/23 HEARING ABOUT THE \$2,000 PER CASE PHOENIX AGREED TO PAY GREYSON, FOR GREYSON ATTYS TO APPEAR IN STATE COURT SUITS, FOR PHOENIX, TO DEFEND PHOENIX CLIENTS IN THOSE STATE COURT SUITS.

Finally, your client's meet and confer make it clear that Greyson's request for production of documents was served in bad faith to seek discovery from Dinsmore and not a party to the adversary proceeding. There is no case law or statute that permits Greyson to conduct discovery on an attorney for a party to a case. Your threats and demands in your client's bad faith meet and confer are clearly directed at Dinsmore which is improper and unprofessional. In the event the Trustee, his general counsel and Dinsmore are forced to oppose a meritless motion to compel we will again seek sanctions against your client and your firm. YOU ARE IN ERROR: GREYSON'S REQUEST FOR PRODUCTION OF DOCUMENTS, SERVED IN THE ADVERSARY PROCEEDING, STATES CLEARLY, IN ITS CAPTION THAT ADV PROC DEFENDANT GREYSON IS PROPOUNDING THE REQUEST TO PRODUCE DOCUMENTS TO ADVERSARY PROCEEDING PLAINTIFF, TRUSTEE MARSHACK. LETS ASSUME, FOR PURPOSES OF THIS MEET AND CONFER, THAT MARSHACK HAYS COULD RESPOND, AS COUNSEL FOR TRUSTEE, EVEN THOUGH MARSHACK HAYS WAS NOT A COUNSEL FOR MARSHACK, IN THE ADVERSARY PROCEEDING, ON 2/29/24, THE DATE MY FIRM, AS COUNSEL FOR GREYSON, SERVED THE REQUEST TO PRODUCE ON DINSMORE FIRM ATTYS, AS DINSMORE WAS THE ONLY COUNSEL FOR TRUSTEE IN THE ADVERSARY PROCEEDING AT THAT TIME. MARSHACK HAYS FIRM CANNOT SAY, IN THE TRUSTEE'S RESPONSE, THAT "Trustee made a good faith effort to search for such documents, talk to witnesses and based thereon provided a complete straightforward and proper response.", BECAUSE IT WAS DINSMORE FIRM ATTYS AND FIELD AGENTS--NOT MARSHACK HAYS FIRM ATTORNEYS AND FIELD AGENTS--WHICH PERFORMED THE LOCKOUT AND SEIZURES AT GREYSON'S OFFICE, ON 6/2/23. IT IS DINSMORE FIRM, AND ITS FIELD AGENTS, THAT HAVE THE FULLY SIGNED PAPER COPY OF THE GREYSON-PHOENIX \$2,000 PER CASE CONTRACT. DID MARSHACK FIRM ATTORNEYS SEARCH THE DOCUMENTS SEIZED FROM HAN TRINH'S LOCKED ROOM IN THE GREYSON OFFICE, IN THE 6/2/23 LOCKOUT AND SEIZURE. IF NOT, THEN ATTORNEY ED HAYS, WHO SIGNED MARSHACK HAYS' FIRM'S TRUSTEE MARSHACK RESPONSE TO GREYSON'S REQUEST TO PRODUCE, CANNOT HONESTLY ATTEST THAT ""Trustee made a good faith effort to search for such documents, talk to witnesses and based thereon provided a complete straightforward and proper response." BECAUSE IF MARSHACK HAYS ATTORNEYS HAD SEARCHED THE SEIZED DOCUMENTS, THEY WOULD HAVE FOUND THE SIGNED CONTRACT, UNLESS DINSMORE FIRM ATTYS/FIELD AGENTS HAD REMOVED THAT SIGNED CONTRACT FROM THE SEIZED DOCUMENTS, BEFORE THE MARSHACK HAYS ATTORNEYS SEARCHED THE SEIZED DOCUMENTS. PLEASE REPLY AND TELL MY FIRM, WHETHER OR NOT THE MARSHACK HAYS ATTORNEYS SEARCHED THE PAPER DOCUMENTS SEIZED AT GREYSON'S OFFICE IN THE 6/2/23 LOCKOUT. PLEASE ALSO TELL MY FIRM THE NAMES OF EACH WITNESS THAT TRUSTEE MARSHACK TALKED TO, TO PROVIDE THE RESPONSE THE MARSHACK HAYS FIRM SERVED ON MY FIRM ON 3/29/24. FAILING TO PRODUCE SEIZED DOCUMENTS IS SPOILIATION OF EVIDENCE, AND THERE ARE SERIOUS CONSEQUENCES FOR SPOILIATION OF EVIDENCE. NOR IS IT GROUNDS TO FAIL TO PRODUCE THE SIGNED GREYSON-PHOENIX CONTRACT, THAT THE DINSMORE FIRM CONTENTS PHOENIX'S SIGNATURE ON THAT CONTRACT WAS "FORGED". TRUSTEE STILL HAS TO PRODUCE THE DOCUMENT, AND AFTER DOING SO, CAN MAKE SUCH ALLEGATIONS AS TRUSTEE THINKS TRUSTEE CAN SUPPORT WITH EVIDENCE.

Reply please. THX.

KPMarch

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
10524 W. Pico Blvd, Suite 212
Los Angeles, CA 90064
Phone: 310-559-9224
Fax: 310-559-9133
E-mail: kmarch@BKYLAWFIRM.com
Website: www.BKYLAWFIRM.com

"Have a former bankruptcy judge for your personal bankruptcy attorney"

From: Freedman, Jeremy <Jeremy.Freedman@Dinsmore.com>

Sent: Tuesday, April 2, 2024 11:23 AM

To: K. P. March <kmarch@bkylawfirm.com>; Ghio, Christopher <Christopher.Ghio@Dinsmore.com>; Celentino, Christopher <Christopher.Celentino@DINSMORE.COM>; Serrano, Jonathan <Jonathan.Serrano@Dinsmore.com>

Cc: 'Ed Hays' <EHays@MarshackHays.com>; 'Alina Mamlyuk' <amamlyuk@marshackhays.com>

Subject: RE: To Dinsmore firm attys Celentino, Ghio, Freedman & Serrano, from KPMarch, Bky LF, counsel defending Greyson Law Center PC in adv proc; cc D.Edward Hays & Alina mamlyuk of Marshack Hays firm: Read below please and REPLY. Thx.


Ms. March,

Your client received the responses of the Trustee to whom the request for production of documents was served, not Dinsmore. Your meet and confer again does not comply with your clients obligations to meet and confer in good faith for which your client, Han has already paid sanctions. In this regard, I do not see any case law or evidence to support your clients' position and based on our review that is because there is no factual or legal authority for the threats your client makes.

First, Marshack Hays Wood, LLP, has always represented the Trustee in the 1046 Action as general counsel. See the 1046 Action Docket.

LIVE DATABASE

LIVE D



Second, Marshack Hays Wood, LLP has been appointed general counsel to the Trustee, giving Marshack Hays the power to respond to discovery on behalf of the Trustee. See Docket No. 129, attached. In this regard, Trustee has been represented by Marshack Hays at the hearing on his motion for temporary restraining order and preliminary injunction, among other hearings to which I was present and Judge Clarkson is well aware of. Your client received the verified responses of the Trustee. You provide no authority that general counsel who has appeared in the 1046 action may not sign discovery responses on behalf of its client. As such, the Trustee has complied with his obligation and his responses proper.

With regards to the purported contract between Phoenix and Greyson, Han's testimony at her deposition make it clear she did not see anyone sign any such contract, cannot recall who allegedly signed the contract, and only testified it was dropped off with a secretary. Ty Carss, on the other hand, has personal knowledge of whether he, as the only authorized agent of Phoenix to sign the purported contract, actually signed any such contract. Mr. Carss will testify and declare that

he did not sign and was never presented with any such contract to sign. Trustee cannot produce a document that does not exist and cannot reasonably exist absent forgery. Trustee made a good faith effort to search for such documents, talk to witnesses and based thereon provided a complete straightforward and proper response.

Finally, your client's meet and confer make it clear that Greyson's request for production of documents was served in bad faith to seek discovery from Dinsmore and not a party to the adversary proceeding. There is no case law or statute that permits Greyson to conduct discovery on an attorney for a party to a case. Your threats and demands in your client's bad faith meet and confer are clearly directed at Dinsmore which is improper and unprofessional. In the event the Trustee, his general counsel and Dinsmore are forced to oppose a meritless motion to compel we will again seek sanctions against your client and your firm.

Best,



Jeremy B. Freedman

Associate

Dinsmore & Shohl LLP • Legal Counsel
655 West Broadway
Suite 800
San Diego, CA 92101

T (619) 400-0517 • F (619) 400-0501

E Jeremy.Freedman@Dinsmore.com • dinsmore.com

From: K. P. March <kmarch@bkylawfirm.com>

Sent: Monday, April 1, 2024 7:42 PM

To: Ghio, Christopher <Christopher.Ghio@Dinsmore.com>; Celentino, Christopher

<Christopher.Celentino@DINSMORE.COM>; Freedman, Jeremy <Jeremy.Freedman@Dinsmore.com>; Serrano, Jonathan

<Jonathan.Serrano@Dinsmore.com>

Cc: 'Ed Hays' <EHays@MarshackHays.com>; 'Alina Mamlyuk' <amamlyuk@marshackhays.com>

Subject: To Dinsmore firm attys Celentino, Ghio, Freedman & Serrano, from KPMarch, Bky LF, counsel defending Greyson Law Center PC in adv proc; cc D.Edward Hays & Alina mamlyuk of Marshack Hays firm: Read below please and REPLY. Thx.

040124

To Dinsmore firm attys Celentino, Ghio, Freedman & Serrano

From KPMarch, Esq., Bky LF, counsel to Greyson Law Center PC

Cc to D. Edward Hays Esq of Marshack Hays firm

Dinsmore firm:

This email is to request your firm and my firm hold a "meet and confer" relating to Trustee Marshack's Responses to Greyson Law Center's Requests for Production of Documents served 2/29/24 in the adversary proceeding, which my firm served on Dinsmore firm, by email to each of the 4 of you, on 2/29/24, and mailed your firm also.

The Response of Trustee Marshack to Greyson's RPD is fatally defective, because it is not from your firm. Instead, it is on the "header" of the Marshack Hays firm. However, only your firm is counsel to Trustee, in the adversary proceeding (Trustee v Diab et al) adv. Proc. 8:23-ap-01046-SC. The Marshack has firm is not now, and has never been, counsel to Trustee Marshack in the adversary proceeding. Consequently, Trustee's Response to Greyson's RPD must be from your firm, Dinsmore firm, and cannot be from Marshack Hays firm.

My firm served Greyson's RPD in the adversary proceeding because your adversary proceeding against Greyson alleges Greyson received fraudulent transfers, but Greyson did not receive fraudulent transfers, because what money Greyson was paid was toward paying Greyson the contracted for \$2,000 per case, for Greyson to supply attorneys, on an independent contractor basis, to appear in state court suits as counsel for Phoenix, to defend Phoenix consumer clients in those state court suit. Before Han Trinh's 3/20/24 deposition, my firm produced 2,480 invoices from Greyson to Phoenix, of \$2,000 apiece, for 2,480 state court cases Greyson provided attorneys to appear in , on an independent contractor basis, to defend Phoenix clients in those 2,480 state court services. Those services had a value of far more than what Phoenix paid Greyson, toward paying for those services.

The other reason my firm served Dinsmore with Greyson's Request to Produce documents is that it is your firm which performed the Lockout and Seizure, at Greyson's office, on 6/2/23, in which your firm/its field agents seized the fully signed contract between Greyson and Phoenix from Han Trinh's locked room in Greyson's office.

Your firm needs to find that seized contract, and produce it. My firm's view is that your firm cannot honestly claim your firm can't find and produce that fully signed contract that your firm/your field agents, seized on 6/2/23, from Han Trinh's locked room in Greyson's office. I'd think very carefully, if I were you, before I said your firm/your field agents don't have that contract, because there are witnesses, that the Greyson-Phoenix contract was fully signed and hand carried back to Greyson's office from Phoenix's office. But my firm is absolutely sure, that if you want to tell that story, you will need to tell it in a Response to Greyson's RPD that is on your firm "header", signed by an attorney of your firm, rather than being on the Marshack Hays firm "header", signed by a Marshack Hays attorney.

We can do this meet and confer by email, so please REPLY. If I have to move to get a Response to Greyson's RPD that is on your firm letterhead, signed by an attorney of your firm, I will request to be paid for having to do that. I suggest you REPLY that your firm will promptly email a Trustee RESPONSE to Greyson's RPD to my firm, on your firm "header", signed by an attorney of your firm. PS: Your firm is overdue responding.

KPMarch

Kathleen P. March, Esq.
The Bankruptcy Law Firm, PC
10524 W. Pico Blvd, Suite 212
Los Angeles, CA 90064
Phone: 310-559-9224
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Website: www.BKYLAWFIRM.com

"Have a former bankruptcy judge for your personal bankruptcy attorney"

NOTICE: This electronic mail transmission from the law firm of Dinsmore & Shohl may constitute an attorney-client communication that is privileged at law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail, so that our address record can be corrected.

EXHIBIT D

1 Daniel A. Lev (CA Bar No. 129622)
daniel.lev@gmlaw.com

2 **Greenspoon Marder LLP**
333 South Grand Avenue, Suite 3400
3 Los Angeles, California 90071-1406
Telephone: 213.626.2311
4 Facsimile: 954.771.9264

5 Ronald Richards (CA Bar No. 176246)
ron@ronaldrichards.com
6 Law Offices of Ronald Richards & Associates, APC
P.O. Box 11480
7 Beverly Hills, California 90213
Telephone: 310.556.1001
8 Facsimile: 310.277.3325

9 Attorneys for Consumer Legal Group, P.C. AND ACQUIRING ENTITY

10

11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

13

14 In re
15 THE LITIGATION PRACTICE GROUP,
16 P.C.,
17 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**DECLARATION OF JASON J. REBHUN
IN SUPPORT OF TRUSTEE'S
EMERGENCY MOTION FOR XX**

18

DATE: MONTH DAY, 2023
TIME: XX:X0 X.m.
PLACE: Courtroom "5C"

19

20

I, Jason J. Rebhun, declare and state:

21

22 1. I am an attorney duly admitted to practice law in the courts of the
23 states of New York and New Jersey. I am also admitted to practice law in the United
24 States District Courts for the Southern District of New York, Eastern District of New York,
25 Northern District of New York, District of New Jersey, and the Second Circuit Court of
26 Appeals. I am also in good standing in those courts.

26

27 2. I make this declaration in support of the "Trustee's Emergency
28 Motion for Motion of Trustee Richard A. Marshack for Entry of an Order (A) Approving

28

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1 Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests
2 Pursuant to 11 U.S.C. § 363(b) and (B) Approving Assumption and Assignment of
3 Certain Executory Contracts and Unexpired Leases and Other Agreements (the
4 "Motion"), filed by Richard A. Marshack (the "Trustee"), the duly appointed, qualified, and
5 acting chapter 11 trustee for the estate of the debtor The Litigation Practice Group, P.C.
6 (the "Debtor").

7 3. My background includes having earned a J.D. at New York Law
8 School in 2010 where I was a night student. During the day, I was a paralegal at a small
9 law firm in Brooklyn, New York, which handled a variety of matters and represented many
10 individuals and small businesses engaged in small business. Some of those matters
11 included prosecuting and defending collection actions related to secured and unsecured
12 debt. As the sole paralegal in the office, I gained valuable "hands on" experience working
13 one-on-one with my supervising attorney and I personally handled all aspects of a case,
14 including drafting complaints and answers, discovery demands and responses, attending
15 and observing depositions, trial preparation, and "second seated" oral arguments,
16 motions, and trials.

17 4. After graduating from law school, I opened my own legal practice
18 where I resumed handling a variety of matters, including debt related cases (prosecution
19 and defense) and claims relating to the Fair Debt Collections Practice Act. During this
20 period of my career, I personally deposed witnesses, defended depositions, and tried
21 cases myself, including jury trials. Although I have only been practicing law for
22 approximately 13 years, because of my hands-on experience as a paralegal, my
23 experience extends well beyond those 13 years.

24 5. Presently, I am employed as an attorney at Consumer Legal Group,
25 P.C. ("CLG") which is a New York City based law firm which primarily practices law in the
26 consumer debt "space." Aside from the dozens of employees who are not part of CLG's
27 legal "team," CLG employs full-time attorneys, part-time attorneys, and paralegals.
28 Moreover, as a growing and thriving business, CLG is constantly looking to hire additional

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1 attorneys, paralegals, and staff and is in current active discussions to hire another full-
2 time attorney.

3 6. CLG itself has been operating since early 2022. CLG was
4 incorporated in New York in May of 2022 and quickly began expanding. CLG's attorneys
5 have significant experience handling consumer cases ranging from one to more than ten
6 years of experience. CLG is owned by Aryeh Weber, Esq., who has over thirty years of
7 experience and is licensed and in good standing in New York and New Jersey.

8 7. CLG defends clients in cases in New York and New Jersey where its
9 attorneys are admitted to practice. Other than hiring local counsel outside of New York
10 and New Jersey where a client's case may be venued, all of the operational and legal
11 functions at CLG are handled in-house in our office by trained staff in our New York
12 office. CLG employs dozens of employees who are not part of CLG's legal "team," as
13 well as four full-time attorneys (and is in the final stages of hiring one more full-time
14 attorney who are expected to be on boarded by the end of July 2023), three part-time
15 attorneys, and eight paralegals. As a growing and, thankfully, thriving business,
16 operating legally in the consumer debt space, CLG is constantly looking to hire additional
17 attorneys, paralegals, and staff and, as noted, is in current discussions to hire another
18 full-time attorney.

19 8. Legally challenging debt involves a number of different factors and
20 strategies, some of which are discussed below. Based on our experience, seeking
21 attorney assistance challenging debt, settling debt, defending against a debt collection
22 lawsuit, validating debt, and filing lawsuits to challenge debt for unfair collection practices,
23 among other grounds, to protect clients who are being unfairly treated or taken
24 advantage of by sophisticated and oftentimes relentless creditors and collection agencies
25 is not a new industry or concept, and it has been around for a long time as evidenced by
26 the legislative history of some of the more notable consumer protection laws, including,
27 but not limited to, the Fair Debt Collection Practices Act (FDCPA), among many others.
28 Because hiring an attorney is expensive, most clients already in financial despair are not

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1 able to pay a \$5,000 or \$10,000 retainer and \$200 or more per hour for an attorney. To
2 provide such consumers with affordable access to lawyers, law firms operating in the
3 consumer debt space often offer payment plans for services rendered. This too is a
4 practice that has a long history in the legal field, including, but not limited to, pre-paid
5 legal services and lawyer payment plans.

6 9. As one of CLG's senior attorneys, I personally oversee the younger
7 attorneys and the paralegals who are trained by me. I created (and edit as needed) the
8 Standard Operating Procedures ("SOP") for the attorneys and paralegals handling new
9 files for CLG, essentially detailing what to do when a new file comes in after evaluating
10 the stage of the debt collection. For instance, some clients first notify CLG of the
11 existence of a pending suit after a motion for default judgment was filed, or after a
12 judgment was entered, or preliminarily after suit is filed, but before a response (answer or
13 motion) is due. I am also the point of contact for CLG's attorneys and paralegals for
14 complicated procedural and strategical questions.

15 10. I am also the point of contact for CLG's network of local counsel in
16 the various states where CLG's clients may be sued. In this regard, when a CLG client is
17 sued outside of New York or New Jersey (where I am admitted to practice law and would
18 often handle the case myself), CLG's "local counsel liaison" (a designated paralegal that I
19 oversee who is tasked with engaging local counsel) contacts CLG's local counsel in that
20 particular state and advises of the matter that requires attention and representation. We
21 connect CLG's client with that local counsel, provide counsel with the pleading and any
22 information or documents necessary or requested to facilitate that representation, furnish
23 templates of responsive pleadings, discovery demands, deposition notices (which I
24 personally prepared), and, along with CLG's "local counsel liaison," we oversee the file
25 and monitor discovery and potential motion practice.

26 11. When CLG refers its clients to local counsel outside of New York and
27 New Jersey, the clients may enter into their own retainer with local counsel. The legal
28 fees for retaining local counsel are paid for by CLG typically on a flat fee basis, although

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1 depending on the particular state and the volume within that state, local counsel may be
2 paid an hourly rate. All of CLG's local counsel are paid on a Form 1099 basis as
3 independent contractors. The average cost to engage local counsel ranges between
4 \$1,500 and \$2,500 (sometimes more depending on the particular state, matter, scope of
5 work involved, and complexity of a particular matter, etc.).

6 12. Typically, upon intake of a new client, I, along with CLG's legal team,
7 speak and correspond with clients as needed. CLG often undertakes an initial
8 communication with a client upon learning of the commencement of a lawsuit against the
9 client wherein it seeks financial hardship information along with potential settlement
10 parameters that are used by CLG to negotiate with creditors. Creditors often have
11 agreed to abandon pursuit of CLG's clients after learning (and persuasion from CLG's
12 team) that a particular client may be "judgment proof" or without collectible assets in that
13 client's name.

14 13. CLG has employed a successful internal organizational system
15 wherein it has designated individuals (usually paralegals) tasked with calendar duties,
16 monitoring the legal department's general email inbox, dispatching new files on an
17 attorney rotation, designating tasks for certain paralegals (to request information or
18 documents from a client, or seek an extension of time to respond to a newly commenced
19 action prior to referring that matter to local counsel) or to a designated settlement "team"
20 which is comprised of individuals (usually paralegals) tasked with contacting creditors to
21 settle cases using the information provided by CLG's clients and individuals (usually
22 paralegals) tasked with reviewing the correspondence, statements, discovery, and
23 supporting information provided by the creditor or the client themselves. Much of that
24 information is also reviewed by an attorney who analyzes the information with an eye for
25 legal defenses, legal strategy, and weaknesses in a creditor's case.

26 14. Oftentimes, CLG's attorneys will review documentation filed with a
27 commencing pleading, or provided by the client, or in discovery, which is matched and
28 analyzed against the client's credit report to see if that debt was "charged off" in which

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1 case certain defenses/motion practice can be used. CLG's attorneys have also
2 uncovered cases wherein the relied-upon contract and its terms and conditions provide
3 CLG's client with a right to arbitrate. On certain cases that were filed close to the
4 applicable statute of limitations for collections actions (which varies state by state and
5 whose time periods we preliminarily research), or where the amount demanded is not
6 significant, CLG's attorneys will engage the client (and often local counsel for the
7 particular state) and strategize about seeking dismissal citing the binding arbitration
8 provision. Some creditors have agreed to discontinue their action upon such a threat or
9 motion given the resources necessary to defend and recommence the action in
10 arbitration. Similarly, engaging in the discovery process and pursuing discovery,
11 especially depositions of a creditor's witness, will often have the desired effect of creating
12 leverage for settlement negotiations.

13 15. CLG employs proprietary software to operate its practice and its
14 employees are trained on creating tasks and calendar entries for nearly every step of
15 CLG's program process. Such tasks and entries often include reviewing summonses or
16 legal documents, scheduling calls with clients or opposing counsel/creditors, and
17 calendaring dates by which certain information is due, including dates for court
18 appearances. CLG is proud to state that, since implementation of the SOP and the
19 adherence thereto by CLG's employees, there have been very few matters that have
20 fallen through the proverbial cracks. Such issues are often through no responsibility or
21 fault of CLG's employees, but, rather, because of a delay in transmittal of information or
22 documents to CLG which prevents CLG from timely responding to same. Nevertheless,
23 CLG is always prepared to put out fires and I am personally one of the main attorneys
24 engaged to help fight those fires.

25 16. If CLG clients ask to speak with an attorney, those calls are promptly
26 scheduled and any of CLG's attorneys/paralegals (depending on a particular case) who
27 are equipped to speak with that client return the call. CLG's attorneys will review the
28 notes and documents on a particular file to familiarize themselves before speaking with

1 the client and CLG does its best to have the same attorney/paralegal speak with a client
2 with whom they have a relationship or a history.

3 17. CLG has found success in representing clients throughout the United
4 States and has successfully negotiated the resolution of innumerable debt as well as
5 litigation matters. CLG is sufficiently equipped to take on significantly more volume and
6 is ready to hire and train additional staff as needed.

7 18. As part of its business model, CLG has a standard "legal services
8 agreement" (the "LSA"), a true and correct copy of which is attached hereto as Exhibit 1.
9 As indicated in the LSA, CLG does not purport to offer or sell any credit repair services
10 and in fact discloses the potential for a client's credit score to go down.

11 19. Generally, CLG obtains its clients from internal marketing efforts,
12 word of mouth, CLG's website, and outside marketing companies. CLG does not engage
13 in revenue factoring to pay for new clients.

14 20. CLG operates in compliance with all local, state, and federal rules
15 and regulations. Upon formation, such policies and procedures were created and drafted
16 by attorneys knowledgeable in these fields. As part of CLG's commitment to compliance,
17 CLG's officers and attorneys, including myself, routinely monitor, review, and update all
18 policies and procedures to account for any changes in the law, regulations, and rules of
19 professional conduct.

20 21. CLG is proud of the services and results it provides and has
21 achieved for its clients. For instance, and without disclosing client information, CLG has
22 secured the discharge of debt against a client after CLG successfully cited a binding
23 arbitration provision warranting the dismissal of a creditor's lawsuit. CLG also
24 successfully leveraged a client's inability to pay a debt against a forthcoming trial that the
25 creditor refused to adjourn, ultimately leading to dismissal of the action. CLG has also
26 successfully negotiated dozens of debts whereby its client's monthly payments were less
27 than \$100, enabling the clients to make ends meet without a looming judgment over their
28 head.

1 22. The Court, therefore, should have no concerns of CLG being a “fly
2 by night” organization unable to meet the needs of the Debtor’s consumers. On the
3 contrary, CLG is well-equipped to represent each of the consumers if CLG ultimately
4 succeeds in acquiring the delineated files.

5 I declare under penalty of perjury under the laws of the United States of
6 America that the foregoing is true and correct.

7 Executed this 7th day of July, 2023.

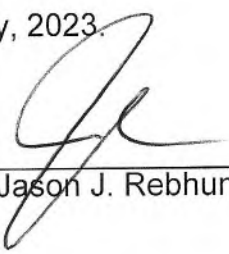
8
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11 _____
12 Jason J. Rebhun
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EXHIBIT E

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
Jeremy B. Freedman (State Bar No. 308752)
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Special Counsel to Plaintiff and Chapter 11 Trustee,
Richard A. Marshack

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:
THE LITIGATION PRACTICE GROUP P.C.,
Debtor.

Case No.: 8:23-bk-10571-SC
Adv. Proc. No. 8:23-ap-01046-SC
Chapter 11

RICHARD A. MARSHACK,
Chapter 11 Trustee,
Plaintiff,

v.

TONY DIAB, an individual; DANIEL S.
MARCH, an individual; ROSA BIANCA LOLI,
an individual; LISA COHEN, an individual;
WILLIAM TAYLOR CARSS, an individual;
ENG TANG, an individual; MARIA EEYA TAN,
an individual; JAKE AKERS, an individual; HAN
TRINH, an individual; JAYDE TRINH, an
individual; WES THOMAS, an individual;
SCOTT JAMES EADIE, an individual; JIMMY
CHHOR, an individual; DONGLIANG JIANG,
an individual; OAKSTONE LAW GROUP PC;
GREYSON LAW CENTER PC; PHOENIX
LAW GROUP, INC.; MAVERICK
MANAGEMENT, LLC; LGS HOLDCO, LLC;
CONSUMER LEGAL GROUP, P.C.; VULCAN
CONSULTING GROUP LLC; B.A.T. INC. d/b/a

**STIPULATION FOR JUDGMENT
(1) AVOIDING, RECOVERING, AND
PRESERVING TRANSFERS TO
DEFENDANT, PHOENIX LAW GROUP,
INC.; (2) TURNING OVER OF ALL
TRANSFERRED PROPERTY TO
TRUSTEE; AND (3) DISMISSING
WITHOUT PREJUDICE DEFENDANTS
WILLIAM TAYLOR CARSS AND
MARIA EEYA TAN**

Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, CA 92701

1 COAST PROCESSING; PRIME LOGIX, LLC;
2 TERACEL BLOCKCHAIN FUND II LLC;
3 EPPS; EQUIPAY; AUTHORIZE.NET; WORLD
4 GLOBAL; OPTIMUMBANK HOLDINGS, INC.
5 d/b/a OPTIMUM BANK; MARICH BEIN, LLC;
6 BANKUNITED, N.A.; REVOLV3, INC.;
7 FIDELITY NATIONAL INFORMATION
8 SERVICES, INC. d/b/a FIS; WORLDPAY, INC.;
9 WORLDPAY GROUP; MERIT FUND, LLC;
10 GUARDIAN PROCESSING, LLC; THE
11 UNITED STATES POSTAL SERVICE; and
12 DOES 1 through 100, inclusive,

13
14 Defendants.

15 The parties to this Stipulation are Plaintiff, RICHARD A. MARSHACK in his capacity as
16 the duly appointed and acting Chapter 11 Trustee ("Trustee") for The Litigation Practice Group, PC
17 ("LPG" or "Debtor"), and Defendants, PHOENIX LAW, PC ("Phoenix"), WILLIAM TAYLOR
18 "TY" CARSS ("Mr. Carss"), and MARIA EEYA TAN ("Ms. Tan"). Trustee, Phoenix, Mr. Carss,
19 and Ms. Tan are collectively referred to as the "Parties" unless individually identified.

20 RECITALS

21 A. Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United
22 Code, on March 20, 2023 ("Petition Date"). Trustee was appointed on or about May 8, 2023
23 following the entry of an Order Directing United States Trustee to Appoint Chapter 11 Trustee
24 [Bankr. Docket No. 58] on May 4, 2023.

25 B. On May 25, 2023, Trustee filed this adversary proceeding against Phoenix, Mr.
26 Carss, Ms. Tan, and others. In his complaint, Trustee asserted that that Debtor had fraudulently
27 transferred approximately 40,000 client files to Phoenix ("Files"), that the clients never consented
28 to their legal cases being transferred to new counsel, and that these transfers were subject to
avoidance, recovery, and preservation under 11 U.S.C. §§ 548, 550, and 551. With respect to Mr.
Carss and Ms. Tan, Trustee sought injunctive relief with respect to the files transferred to Phoenix
and all matters related to those files.

C. On May 26, 2023, the Bankruptcy Court entered the Amended Order Granting
Trustee Richard Marshack's Omnibus Emergency Motion for: (1) Turnover of Estate Property and

Recorded Information Pursuant to 11 U.S.C. § 542; (2) Preliminary Injunction; (3) Lock-Out; (4) Re-Direction of United States Parcel (sic) Services Mail; (5) Order to Show Cause Re: Compliance with Court Order; and (6) Other Relief as Necessary To Efficient Administration of this Matter, ("Order") [ECF No. 21]. Pursuant to the Order, Phoenix, Mr. Carss, and Ms. Tan were enjoined from taking certain actions with respect to the Files and client payments/funds.

D. The Parties entered into arms-length negotiations regarding the Files and this Adversary and have reached the agreement set forth below.

NOW THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The transfers of the Files and all material and property related thereto including, but not limited to, payments, communications, and documents ("Transfers") to Phoenix was fraudulent and Trustee is entitled to Judgment avoiding, recovering, and preserving the Transfers pursuant to 11 U.S.C. § 547, 548, and 550.

2. The Transfers are property of the estate under 11 U.S.C. § 541(a)(3)-(a)(4) which shall be turned over to Trustee under 11 U.S.C. § 542.

3. Phoenix, Mr. Carss, and Ms. Tan shall turn over to Trustee all Transfers including the Files and funds collected from clients pursuant to legal service agreements entered between clients and Debtor and shall fully cooperate with Trustee's efforts to recover and administer the Transfers including the Files and all related materials.

4. Any and all liability whether at law or equity relating in any way to Phoenix's handling of the Transfers including the Files that arose or came into existence following the date of their transfer to Phoenix until Trustee closes a court-approved sale to a third-party buyer ("Post Transfer Claims") will remain with Phoenix. Phoenix, Mr. Carss, and Ms. Tan shall use their best efforts to cooperate with Trustee and his retained professionals to provide services to the clients until closing, and nothing herein shall impose or create any liability for Post Transfer Claims on Trustee or Debtor's Estate.

5. Mr. Carss and Ms. Tan are dismissed without prejudice upon entry of this Agreed Judgment.

6. Except as expressly set forth, the Parties reserve all rights, claims, and defenses. Because Trustee is not compromising any claims against Phoenix, Mr. Carss, or Ms. Tan, no motion to approve this agreement under Rule 9019 of the Federal Rules of Bankruptcy Procedure shall be required. Should the Court require such a motion prior to entering judgment pursuant to this stipulation, Trustee shall promptly file and seek such approval on an expedited basis.


7. Under Rule 54(b), the Parties stipulate that the judgment to be entered pursuant to this stipulation shall be a final judgment because there is no just reason.

8. The Court shall retain jurisdiction to enforce the terms of this stipulation and the resulting judgment.

Respectfully submitted,

DINSMORE & SHOHL LLP

Date: June 27, 2023


Christopher B. Ghio
Christopher Celentino
Special Counsel to Richard A. Marshack

PHOENIX LAW, PC

Date: JUNE 27 2023

By: 

Principal Officer

Its: Wm T Carss, Esq

Date: JUNE 27 2023


WILLIAM TAYLOR CARSS

Date: JUNE 27, 2023


MARIA EEEYA TAN

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP
550 S. Hope Street, Suite 1765
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Stipulation for Judgment (1) Avoiding, Recovering, and Preserving Transfers to Defendant, Phoenix Law Group, Inc.; (2) Turning Over All Transferred Property to Trustee and (3) Dismissing Without Prejudice Defendants William Taylor Carss and Maria Eeya Tan*** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 27, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **June 27, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 27, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 27, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature

In re The Litigation Practice Group, P.C.
U.S.B.C., Central District of California, Santa Ana
Case No. 8:23-bk-10571-SC
Adv. Proc No. 8:23-ap-01046-SC

I. SERVED ELECTRONICALLY VIA NEF:

- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
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- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpreion16.sa.ecf@usdoj.gov
- **Johnny White:** JWhite@wrslawyers.com, jlee@wrslawyers.com; eweiman@wrslawyers.com

B. SERVED VIA REGULAR U.S. MAIL:

N/A

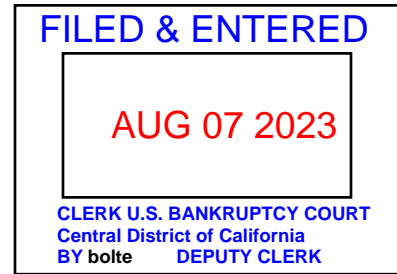
III. SERVED VIA OVERNIGHT MAIL (FED EX):

United States Bankruptcy Court

Honorable Scott Clarkson
United States Bankruptcy Court
Central District of California
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, California 92701

EXHIBIT F

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Special Counsel to Richard A. Marshack, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:
THE LITIGATION PRACTICE GROUP P.C.,
Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**ORDER GRANTING MOTION FOR
ORDER APPROVING
STIPULATION RE AVOIDANCE
AND RECOVERY OF AVOIDABLE
TRANSFERS TO DEFENDANT
PHOENIX LAW, PC AND
TURNOVER OF ALL RELATED
PROPERTY TO THE TRUSTEE
AND ORDER OF DISMISSAL
WITHOUT PREJUDICE OF
DEFENDANTS WILLIAM TAYLOR
CARSS AND MARIA EYAH TAN
AKA EEYA TAN**

Date: July 21, 2023
Time: 10:00 a.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 West Fourth Street
Santa Ana, CA 92701

On July 21, 2023, on the 10:00 a.m. calendar, in Courtroom 5C of the United States Bankruptcy Court, located at 411 West Fourth Street, Santa Ana, California 92701, the Honorable Scott C. Clarkson, United States Bankruptcy Judge, conducted a hearing on the *Chapter 11 Trustee's Motion for Order Approving Stipulation re Avoidance and Recovery pf Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan* [Docket No. 176] (the "Motion")¹ filed on July 6, 2023 by Richard A. Marshack, the Chapter 11 Trustee (the "Trustee") for the bankruptcy estate (the "Estate") of The Litigation Practice Group P.C. ("LPG") in the above-captioned bankruptcy case. Appearances were identified on the Court record.

The Motion seeks Court approval of that certain Stipulation for Agreed Judgment (1) Avoiding, Recovering, and Preserving Transfers to Defendant, Phoenix Law Group, Inc. ("Phoenix"); (2) Turning Over All of Transferred Property to Trustee, including but limited to files of and contracts with consumer clients of LPG; and (3) Dismissing Without Prejudice Defendants William Taylor Carss and Maria Eeya Tan (the "Stipulation") by and between the Trustee, in his capacity as the duly appointed and acting Trustee for the Debtor, on the one hand, and Phoenix Law, PC, William Taylor "Ty" Carss, and Eeya Tan, on the other hand (collectively the "Parties").

The Court, having considered the Motion, all pleadings filed in support of, and in opposition to, the Motion, good cause appearing, and for the reasons stated on the record and in the Motion:

1. Grants the Motion;
2. Approves the terms of the Stipulation, intended to resolve disputes related to avoidance actions between the Parties;
3. Authorizes the dismissal without prejudice of Defendants William Taylor Carss and Maria Eeyah Tan aka Eeya Tan from this adversary proceeding;
4. Grants the Avoidance by the Trustee of the transfer of the Files by LPG, and all material and property related thereto including but not limited to payments, communications, and documents, along with any contracts and agreements, to Phoenix as a preferential and/or fraudulent transfer subject to avoidance and recovery by the Debtor pursuant to 11 U.S.C. § 547, 548, and 550;

¹ Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

1 5. Provides that all liability associated with the Transferred Property and the avoidance
2 of the transfers identified in paragraph 4, remains with Phoenix, and such liability is not a charge or
3 liability of the Trustee, LPG or the Estate;

4 6. Authorizes the Trustee to (a) execute and enter into the Stipulation in substantially
5 the same form as the Stipulation attached as Exhibit 1 to the Motion and (b) tender same for entry
6 in this adversary proceeding after execution as Judgment against the Defendants;

7 7. Reserves jurisdiction to determine any disputes arising in connection with the
8 Stipulation; and

9 8. Finds that notice of the Motion was adequate and proper.

10 **IT IS SO ORDERED.**

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24 Date: August 7, 2023



Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT G

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Special Counsel to Richard A. Marshack, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

THE LITIGATION PRACTICE GROUP
P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**CHAPTER 11 TRUSTEE'S NOTICE OF
MOTION AND MOTION FOR ORDER
APPROVING STIPULATION RE
AVOIDANCE AND RECOVERY OF
AVOIDABLE TRANSFERS TO DEFENDANT
PHOENIX LAW, PC AND TURNOVER OF
ALL RELATED PROPERTY TO THE
TRUSTEE AND ORDER OF DISMISSAL
WITHOUT PREJUDICE OF DEFENDANTS
WILLIAM TAYLOR CARSS AND MARIA
EEYA TAN; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATION OF
RICHARD A. MARSHACK IN SUPPORT
THEREOF; EXHIBITS**

Date: [To be set]
Time: [To be set]
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 West Fourth Street
Santa Ana, California 92701

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
2 JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; THE DEBTOR; THE
3 PARTIES TO THE SETTLEMENT; THE SCHEDULED CREDITORS OF THE ESTATE
4 AND THOSE WHO HAVE FILED PROOFS OF CLAIM, AND THEIR RESPECTIVE
5 COUNSEL OF RECORD, IF ANY:

6 NOTICE IS GIVEN that on July 6, 2023, Richard A. Marshack, the Chapter 11 Trustee
7 (the “Trustee”) of debtor The Litigation Practice Group, P.C. (“LPG” or the “Debtor”) in the above-
8 captioned bankruptcy case (the “Case”), filed the above-captioned Motion on shortened notice (the
9 “Motion”) and hereby moves for entry of an order that finds and directs as follows:

10 1. The Motion is granted.
11 2. That certain Stipulation for Agreed Judgment (1) Avoiding, Recovering, and
12 Preserving Transfers to Defendant, Phoenix Law Group, Inc.; (2) Turning Over All of Transferred
13 Property to Trustee; and (3) Dismissing Without Prejudice Defendants William Taylor Carss and
14 Maria Eeeya Tan (the “Stipulation”) by and between the Trustee, in his capacity as the duly
15 appointed and acting Trustee for the Debtor, on the one hand, and Phoenix Law, PC (“Phoenix”),
16 William Taylor “Ty” Carss, and Eeya Tan, on the other hand, attached as **Exhibit 1** hereto, is
17 approved.

18 3. Notice of the Motion was adequate and proper.

19 4. The Court reserves jurisdiction to determine any disputes arising in connection with
20 the Stipulation.

21 5. Such other and further relief as is just and proper under the circumstances is granted.

22 6. The Motion is made pursuant to Section 105 of Title 11 of the United States Code
23 and Rule 9019 of the Federal Rules of Bankruptcy Procedure on the grounds that, in the Trustee’s
24 sound business judgment, the Proposed Stipulation is in the best interests of the consumer clients,
25 the Estate and all creditors, including consumer creditors. Entry into the Stipulation will resolve
26 certain aspects of the related adversary proceeding [Adv. Proc. No. 8:23-ap-01046-SC] (the
27
28

1 “Adversary Proceeding”) and return assets to the Estate. As a result, the Trustee seeks Court
2 approval to execute the Stipulation, the salient terms of which are summarized¹ as follows:

3 **In exchange for compliance with the Stipulation thereon, Phoenix will, among other**
4 **things:**

- 5 • Agree to the entry of a judgment finding that the Debtor’s transfer of approximately
6 40,000 customer files (“Files”) to it is avoidable as a preferential or fraudulent
7 conveyance and these Files can be recovered by the Debtor pursuant to 11 U.S.C.
8 §§ 547, 548, and 550;
- 9 • Agree to turn over the Files and all related material to the Debtor and cooperate with
10 the Trustee in all respects related to the transfer of the Files and related material;
- 11 • Agree that Phoenix is the sole party liable for any and all liabilities, causes of action,
12 or claims, at law or equity, that arose or came into existence following the date that
13 the Files were transferred to Phoenix until title to and ownership of the Files is
14 transferred to a third party purchaser for value pursuant to a proper order of the Court.

15 **In return, the Trustee will agree to the dismissal without prejudice of Defendants**
16 **Carss and Tan from the Adversary Proceeding.**

17 **NOTICE IS FURTHER GIVEN** that this Motion is based upon (a) this Notice of Motion
18 and Motion, (b) the attached Memorandum of Points and Authorities, Declaration of Richard A.
19 Marshack, and Exhibits thereto, (c) the concurrently filed Notice of Motion and Hearing, (d) the
20 arguments of counsel, if any, in support of the Motion at the hearing thereon, (e) the entire record
21 of this Case, and (f) any other evidence presented to the Court in support of the Motion.

22 *[Remainder of Page Intentionally Left Blank]*

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¹ The Stipulation contains additional terms, and this summary is provided for ease of reference
only. All capitalized terms not defined herein shall have the same meaning ascribed to them in the
Stipulation.

1 **NOTICE IS FURTHER GIVEN** that pursuant to Rule 9075-1 of the Local
2 Bankruptcy Rules of the U.S. Bankruptcy Court for the Central District of California (the “Local
3 Bankruptcy Rules”), the Trustee seeks to have this Motion heard on shortened notice at a date
4 and time to be determined by the Court. Once the Court has scheduled a hearing, the Trustee will
5 provide separate notice of the hearing date and time and the deadline for filing any opposition to
6 the Motion.

7
8 Dated: July 6, 2023

DINSMORE & SHOHL LLP

9
10 By: /s/ Jonathan Serrano
11 Christopher B. Ghio
12 Christopher Celentino
13 Jonathan Serrano
14 Special Counsel to Richard A. Marshack,
15 Chapter 11 Trustee
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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF RELEVANT FACTS

On March 20, 2023 (the “Petition Date”), debtor The Litigation Practice Group, P.C. (the “Debtor” or “LPG”) filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), commencing the above-captioned bankruptcy case (the “Case”). *See* Pet., ECF No. 1. On May 4, 2023, the Bankruptcy Court entered an *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58], and on May 8, 2023, the Trustee filed his *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63]. The Court entered the *Order Approving the U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee* on the same date [Docket No. 65], and the Trustee has continued to serve in this capacity and for the protection of all creditors and consumer clients since this date.

On May 25, 2023, the Trustee filed Adversary Proceeding No. 8:23-ap-01406-SC (the “Adversary Proceeding”) against Tony Diab and numerous other defendants including Phoenix Law, PC (“Phoenix”), Eeya Tan, and William Taylor “Ty” Carss. On June 15, 2023, the Trustee filed his amended complaint in the Adversary Proceeding, primarily naming additional defendants and modifying allegations with regard to Greyson Law Center, PC. *See* Am. Compl., Adv. ECF No. 62.

As to Phoenix, the Trustee’s amended complaint in the Adversary Proceeding seeks the avoidance and recovery of approximately 40,000 client files and related materials that were transferred from the Debtor to Phoenix prior to the Petition Date. Mr. Carss and Ms. Tan were named as parties in the Adversary Proceeding with respect to the Trustee’s claims for injunctive relief.

On May 26, 2023, the Trustee obtained an emergency order (the “TRO”) that, among other things, restricted Phoenix’s use and access to the Files and related information. *See* TRO, Adv. ECF No. 13, and as amended on June 6, 2023, Adv. ECF No. 21.

On June 12, 2023, the Court held a hearing regarding preliminary injunction, where the Court granted a preliminary injunction, thereby extending the TRO with certain modifications.

1 Following the entry of the TRO, Trustee, Phoenix, and Defendants Carss and Tan have
2 engaged in good faith, arms-length negotiations that have resulted in the terms and conditions
3 agreed to in the Stipulation. Subject to Phoenix's compliance with the turnover and cooperation
4 provisions of the Stipulation, entry into the Stipulation will resolve the Trustee's claims against
5 Phoenix in the Adversary Proceeding. The Trustee is also agreeing to dismiss without prejudice
6 Defendants Carss and Tan from the Adversary Proceeding. The Stipulation was filed in the
7 Adversary Proceeding on June 27, 2023. *See* Stip., Adv. ECF No. 77. To provide notice to all
8 parties in interest, the Trustee requests the Bankruptcy Court approve the execution of the
9 Stipulation as a "settlement or compromise" pursuant to Rules 2002(a) and 9019 of the Federal
10 Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and 11 U.S.C. § 105(a).

11 **II. THE STIPULATION**

12 The Stipulation contains an agreed judgment whereby Phoenix agrees and acknowledges
13 that the pre-petition transfer(s) of the Files to it are avoidable and recoverable transfer(s) pursuant
14 to 11 U.S.C. § 547, 548, and 550. Pursuant to the Stipulation, Phoenix agrees to turn over the Files
15 and all related materials to the Debtor and to cooperate with the Debtor in the transfer of the Files.
16 The Court will retain oversight of Phoenix's compliance with the Stipulation in the Adversary
17 Proceeding. Phoenix also agrees and acknowledges that any and all claims, causes of action, and
18 liabilities, whether at law or equity, for the Files that arose or came into existence after the transfer
19 of the Files to Phoenix will remain with Phoenix until such time as ownership of the Files is
20 transferred to a third party purchaser for value pursuant to a proper order of the Bankruptcy Court.
21 With the return of the Files and Phoenix's agreement to remain liable for the Files until the closing
22 of a sale of the Files, the Trustee is willing to dismiss Defendants Carss and Tan without prejudice.

23 The foregoing is a summary of the terms of the proposed Stipulation. The actual terms of
24 the Stipulation are as set forth in **Exhibit 1** to the Declaration of Richard A. Marshack. Interested
25 parties are encouraged to read the Stipulation. Any perceived conflict between the foregoing
26 summary and the terms of the Stipulation, if any at all, shall be controlled by the Stipulation.

1 **III. THE COURT SHOULD APPROVE THE STIPULATION UNDER BANKRUPTCY**
2 **RULE 9019**

3 The authority granted to a trustee to compromise a controversy or agree to a settlement is
4 set forth in Bankruptcy Rule 9019(a), which provides in pertinent part that “[o]n motion by the
5 [debtor in possession] and after hearing on notice to creditors ..., the court may approve a
6 compromise or settlement.” Fed. R. Bankr. P. 9019(a). Under these circumstances, the decision of
7 whether a compromise should be accepted or rejected lies within the sound discretion of the court.
8 *In re Carson*, 82 B.R. 847, 852 (Bankr. S.D. Ohio 1987); *In re Hydronic Enterprise, Inc.*, 58 B.R.
9 363, 365 (Bankr. D. R.I. 1986); *In re Mobile Air Drilling Co., Inc.*, 53 B.R. 605, 607 (Bankr. N.D.
10 Ohio 1985); *Knowles v. Putterbaugh (In re Hallet)*, 33 B.R. 564, 565 (Bankr. D. Me. 1983).

11 The Court of Appeals for the Ninth Circuit has long recognized that “[t]he bankruptcy court
12 has great latitude in approving compromise agreements.” *Woodson v. Fireman’s Fund Ins. Co. (In*
13 *re Woodson)*, 839 F.2d 610, 620 (9th Cir. 1988). “The purpose of a compromise agreement is to
14 allow the [debtor in possession] and the creditors to avoid the expenses and burdens associated with
15 litigating sharply contested and dubious claims.” *Martin v. Kane (In re A & C Properties)*, 784
16 F.2d 1377, 1380–81 (9th Cir. 1986), cert. denied, 479 U.S. 854 (1986). Accordingly, in approving
17 a settlement agreement, the court need not conduct an exhaustive investigation of the claims sought
18 to be compromised. *See United States v. Alaska National Bank (In re Walsh Constr., Inc.)*, 669
19 F.2d 1325, 1328 (9th Cir. 1982). Rather, it is sufficient that the court find that the settlement was
20 negotiated in good faith and is reasonable, fair, and equitable. *See In re A & C Properties*, 784 F.2d
21 at 1381.

22 The Court of Appeals for the Ninth Circuit has identified the following factors for
23 consideration in determining whether a proposed settlement agreement is reasonable, fair, and
24 equitable:

- 25 (a) the probability of success in the litigation;
26 (b) the difficulties, if any, to be encountered in the matter of collection;
27 (c) the complexity of the litigation involved, and the expense, inconvenience, and delay
28 necessarily attending it; and

(d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises. *In re A & C Properties*, 784 F.2d at 1381 (the “A & C Factors”).

A court should not substitute its own judgment for the judgment of the trustee. *Matter of Carla Leather, Inc.*, 44 B.R. 457, 465 (Bankr. S.D. N.Y. 1984). A court, in reviewing a proposed settlement, is not to decide the numerous questions of law and fact but rather to canvass the issues to determine whether the settlement falls below the lowest point in the range of reasonableness. *In re W.T. Grant & Co.*, 699 F.2d 599, 608 (2d Cir. 1983), accord, *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972). The court should not conduct a “mini-trial” on the merits of the underlying cause of action. *Matter of Walsh Const., Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1982); *In re Blair*, 538 F.2d 849 (9th Cir. 1976). “It is well established that compromises are favored in bankruptcy.” *In re Lee Way Holding Co.*, 120 B.R. 881, 891 (Bankr. S.D. Ohio 1990).

For all of the reasons set forth above and further explained below, the Trustee believes that the Stipulation is reasonable, fair and equitable, and in the best interests of the Estate and its creditors. A review of the A & C Factors outlined below supports approval of the Stipulation.

A. The Probability of Success in the Litigation.

Trustee is likely to prevail on the merits as it relates to the avoidance of the transfer of the Files and their subsequent recovery from Phoenix. The Stipulation therefore provides the Trustee with all the relief sought against Phoenix in the Adversary Proceeding and requires Phoenix’s cooperation in the return/transfer of the Files to the Debtor or its assignees. Furthermore, Phoenix has agreed to assume all liability for the Files that arose or came into existence following their transfer to Phoenix until ownership of such files is transferred to a third party purchaser for value. This assumption of liability protects the Debtor from additional claims. As such, the Stipulation is reasonable and fair, reduces further litigation costs and provides a substantial benefit to the Debtor and its clients by permitting the transfer of the Files to a competent and capable law firm as part of a sale of assets herein.

B. The Difficulties, if any, to Be Encountered in the Matter of Collection.

Trustee anticipates the cost and delay of obtaining a judgment against Phoenix that would find the transfer of the Files to be avoidable and recoverable pursuant to 11 U.S.C. §§ 547, 548,

1 and 550 of the Bankruptcy Code would be significant and would hinder the Trustee's efforts to
2 transfer the Files to a purchaser as part of a sale pursuant to 11 U.S.C. § 363. After the Files are
3 transferred to a purchaser, the former clients of the Debtor will be able to receive the legal services
4 that were promised to them. As such, the Stipulation is fair and reasonable and intended to benefit
5 the consumer client while also providing assets to the Estate for the benefit of all creditors, including
6 consumer creditors and should be approved.

7 **C. The Complexity of the Litigation Involved, and the Expense, Inconvenience,**
8 **and Delay Necessarily Attending It.**

9 Litigation to determine the terms and conditions of the transfer of the Files to Phoenix and
10 identification of all subsequent financial or other activity would require an accounting of the history
11 of each File once the respective rights of the parties had been adjudicated. While this accounting
12 took place, the needs of the clients contained in the Files would go unmet. Entry of the Stipulation
13 now eliminates the expense, inconvenience, and delay of further litigation and expedites the Files
14 being transferred to a capable provider of legal services. As such, the Stipulation should be
15 approved.

16 **D. The Paramount Interest of the Creditors and a Proper Deference to Their**
17 **Reasonable Views in the Premises.**

18 Trustee believes that recovering the Files from Phoenix is a necessary step before all of the
19 Debtor's client files can be transferred to a competent, capable provider of legal services as part of
20 a sale pursuant to 11 U.S.C. § 363. Phoenix's cooperation with the turnover and transfer and
21 assumption of any claims related to the Files pending their transfer to a third party will assist the
22 resumption of legal services for the Files from a licensed legal provider who can comply with all
23 applicable regulations and statutes. Putting the interests of consumer clients and creditors above
24 all others, the Trustee has exercised his business judgment in negotiating and reaching the terms to
25 the Stipulation pending and subject to Bankruptcy Court approval for all the reasons stated herein.
26 The creditors, including consumer creditors, of the Estate are best served by the consensual
27 resolution of the disputes between the Debtor and Phoenix stated in the Stipulation.
28

1 **IV. CONCLUSION**

2 Based upon all of the foregoing, the Trustee respectfully requests the Court to enter an order
3 granting the relief requested in the Motion.

4
5 Dated: July 6, 2023

Respectfully submitted,

6
7 DINSMORE & SHOHL LLP

8 /s/ Jonathan Serrano

9 By: Christopher B. Ghio

10 Christopher Celentino

Jonathan Serrano

11 Special Counsel to Richard A. Marshack,
12 Chapter 11 Trustee
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DECLARATION OF RICHARD A. MARSHACK

I, RICHARD A. MARSHACK, declare:

1. I am the Chapter 11 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of The Litigation Practice Group, P.C. (“Debtor”) in the above-captioned bankruptcy case (“Case”). As such, except as expressly stated otherwise, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. I submit this Declaration in support of my *Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan* (the “Motion”). Capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Motion.

3. The Court may take judicial notice of the following:

a. On March 20, 2023, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the Case.

b. After the Office of the United States Trustee (the “UST”) filed the *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Docket No. 44], on May 4, 2021, the Court entered the *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58], thereby granting the UST’s motion and directing the UST to appoint a Chapter 11 Trustee in the Case.

c. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63], on May 8, 2023, I accepted my appointment as the Chapter 11 Trustee in the Case, and I continue to serve in this capacity at this time.

d. On May 25, 2023, I initiated an adversary proceeding, *Marshack v. Diab et al.* (Adv. Proc. No. 8:23-ap-1046-SC), against LPG’s alter egos, fraudulent transferees, and other related parties. In the complaint, I alleged six causes of action for injunctive relief, avoidance,

1 recovery, and preservation of actual and constructive fraudulent transfers, and turnover. With
2 respect to Phoenix, the adversary complaint sought to avoid and recover the pre-petition transfer of
3 approximately 40,000 customer files (collectively “Files”) from the Debtor to Phoenix and to order
4 the turnover of all property related to those Files.

5 e. On May 26, 2023, the Court entered the *Amended Order on Trustee, Richard*
6 *Marshack’s Omnibus Emergency Motion for: 1) Turnover of Estate Property and Recorded*
7 *Information Pursuant to 11 U.S.C. § 542; 2) Preliminary Injunction; 3) Lock-Out; 4) Re-Direction*
8 *of United States Parcel Services Mail; 5) Order to Show Cause re Compliance With Court Order;*
9 *and 6) Other Relief as Necessary to Efficient Administration of This Matter* [Adv. Docket No. 21]
10 (the “TRO”), authorizing turnover of estate property and recorded information, lock-out, and an
11 order to show cause regarding compliance with court order, among other relief.

12 f. On June 12, 2023, the Court held a hearing regarding preliminary injunction,
13 where the Court granted a preliminary injunction, thereby extending the TRO with certain
14 modifications.

15 4. Following entry of the preliminary injunction, my counsel discussed the TRO with
16 Phoenix, Mr. Carss, and Ms. Tan. All parties wanted to resolve their dispute as quickly as possible
17 and in a manner that protected the individual clients whose Files were transferred.

18 5. Based on these discussions, the parties have agreed to the terms of the Stipulation,
19 pending the approval of the Bankruptcy Court. Following entry of an order approving the
20 Stipulation, the Stipulation will provide that Phoenix agrees and acknowledges that the pre-petition
21 transfer of the Files to it is avoidable and recoverable in the Adversary Proceeding pursuant to 11
22 U.S.C. §§ 547, 548, and 550. Phoenix will also agree (i) to turn over the Files and all related
23 material to the Trustee, (ii) to cooperate generally with the turn over, and (iii) to stipulate that any
24 and all liability for any claims, causes of action, or other matters related to the Files that arose after
25 the Files were transferred will remain with Phoenix until such time as title to the Files is transferred
26 to a third party purchaser for value pursuant to proper order of this Court. Finally, the Trustee
27 agrees to dismiss Mr. Carss and Ms. Tan from the Adversary Proceeding without prejudice.

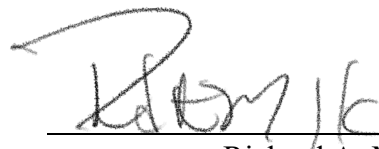
1 6. Entry into the Stipulation will grant the Debtor all the relief it sought against Phoenix
2 in the Adversary Proceeding and will grant the Debtor additional concessions that were not
3 requested or sought in the complaint. The Bankruptcy Court will retain jurisdiction over Phoenix
4 to monitor its compliance with the Stipulation, which is attached as **Exhibit 1**.

5 7. In my business judgment, I do not believe I could obtain a superior outcome in the
6 Adversary Proceeding with respect to the claims against Phoenix than those provided in the
7 Stipulation. The Stipulation will return all Files and related materials to the Debtor, will require
8 Phoenix's cooperation in the turn over and transition process, and will leave all liability for any
9 claims or causes of action related to the Files that arose from the initial transfer of the Files to
10 Phoenix until such time as title to the Files is transferred to a third party purchaser for value pursuant
11 to a proper order of this Court.

12 8. I believe the relief sought in the Motion is in the best interests of the Debtor and its
13 creditors as it will permit a sale of the Files along with other assets of the Debtor to a third party
14 that can handle the Files in compliance with applicable law and provide the Debtor's former
15 customers with the services they desire while providing substantial consideration to the Estate
16 pursuant to the sale of assets.

17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct.

19
20 DATED: July 6, 2023



Richard A. Marshack

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP
550 S. Hope Street, Suite 1765
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee And Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan; Memorandum of Points and Authorities; Declaration of Richard A. Marshack in Support Thereof; Exhibits*** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On July 6, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) July 6, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 6, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 6, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature

**In re The Litigation Practice Group, P.C.
U.S.B.C., Central District of California, Santa Ana
Case No. 8:23-bk-105701-SC**

I. SERVED ELECTRONICALLY VIA NEF:

- **Eric Bensamochan:** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Ronald K Brown:** ron@rkbrownlaw.com
- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson:** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark :** rbc@randallbclark.com
- **Leslie A Cohen:** leslie@lesliecohenlaw.com,
jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com
- **Christopher Ghio:** christopher.ghio@dinsmore.com
- **Richard H Golubow:** rgolubow@wghlawyers.com,
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **D Edward Hays:** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendo
za@ecf.courtdrive.com
- **Alan Craig Hochheiser:** ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Garrick A Hollander:** ghollander@wghlawyers.com,
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **Joon M Khang:** joon@khanglaw.com
- **Ira David Kharasch:** ikharasch@pszjlaw.com
- **David S Kupetz:** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley:** chris@slclawoffice.com,
omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com
- **Daniel A Lev:** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Michael D Lieberman:** mlieberman@lipsonnelson.com
- **Richard A Marshack (TR):** pkraus@marshackhays.com,
rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Laila Masud:** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Kenneth Miskin:** Kenneth.M.Miskin@usdoj.gov
- **Byron Z Moldo:** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,dperez@ecjlaw.com
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- **Teri T Pham:** tpham@enensteinlaw.com, 3135.002@enensteinlaw.com
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- **Olivia Scott:** olivia.scott3@bclplaw.com
- **Jonathan Serrano:** jonathan.serrano@dinsmore.com
- **Paul R Shankman:** PShankman@fortislaw.com, info@fortislaw.com
- **Leslie Skorheim:** leslie.skorheim@usdoj.gov
- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpreion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss:** sharon.weiss@bclplaw.com,
raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com
- **Johnny White:** JWhite@wrsllawyers.com, jlee@wrsllawyers.com;eweiman@wrsllawyers.com

1 **II. SERVED VIA REGULAR U.S. MAIL:**

2 N/A

3 **III. SERVED VIA OVERNIGHT MAIL (FED EX):**

4 **United States Bankruptcy Court**

5 Honorable Scott Clarkson
6 United States Bankruptcy Court
7 Central District of California
8 411 West Fourth Street, Suite 5130 / Courtroom 5C
9 Santa Ana, California 92701
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Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
Jeremy B. Freedman (State Bar No. 308752)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
Facsimile: 619.400.0501
christopher.ghio@dinsmore.com
christopher.celentino@dinsmore.com
jeremy.freedman@dinsmore.com

Special Counsel to Plaintiff and Chapter 11 Trustee,
Richard A. Marshack

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:
THE LITIGATION PRACTICE GROUP P.C.,
Debtor.

Case No.: 8:23-bk-10571-SC
Adv. Proc. No. 8:23-ap-01046-SC
Chapter 11

RICHARD A. MARSHACK,
Chapter 11 Trustee,
Plaintiff,

v.

TONY DIAB, an individual; DANIEL S.
MARCH, an individual; ROSA BIANCA LOLI,
an individual; LISA COHEN, an individual;
WILLIAM TAYLOR CARSS, an individual;
ENG TANG, an individual; MARIA EEYA TAN,
an individual; JAKE AKERS, an individual; HAN
TRINH, an individual; JAYDE TRINH, an
individual; WES THOMAS, an individual;
SCOTT JAMES EADIE, an individual; JIMMY
CHHOR, an individual; DONGLIANG JIANG,
an individual; OAKSTONE LAW GROUP PC;
GREYSON LAW CENTER PC; PHOENIX
LAW GROUP, INC.; MAVERICK
MANAGEMENT, LLC; LGS HOLDCO, LLC;
CONSUMER LEGAL GROUP, P.C.; VULCAN
CONSULTING GROUP LLC; B.A.T. INC. d/b/a

**STIPULATION FOR JUDGMENT
(1) AVOIDING, RECOVERING, AND
PRESERVING TRANSFERS TO
DEFENDANT, PHOENIX LAW GROUP,
INC.; (2) TURNING OVER OF ALL
TRANSFERRED PROPERTY TO
TRUSTEE; AND (3) DISMISSING
WITHOUT PREJUDICE DEFENDANTS
WILLIAM TAYLOR CARSS AND
MARIA EEYA TAN**

Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, CA 92701

1 COAST PROCESSING; PRIME LOGIX, LLC;
2 TERACEL BLOCKCHAIN FUND II LLC;
3 EPPS; EQUIPAY; AUTHORIZE.NET; WORLD
4 GLOBAL; OPTIMUMBANK HOLDINGS, INC.
5 d/b/a OPTIMUM BANK; MARICH BEIN, LLC;
6 BANKUNITED, N.A.; REVOLV3, INC.;
7 FIDELITY NATIONAL INFORMATION
8 SERVICES, INC. d/b/a FIS; WORLDPAY, INC.;
9 WORLDPAY GROUP; MERIT FUND, LLC;
10 GUARDIAN PROCESSING, LLC; THE
11 UNITED STATES POSTAL SERVICE; and
12 DOES 1 through 100, inclusive,

13
14 Defendants.

15 The parties to this Stipulation are Plaintiff, RICHARD A. MARSHACK in his capacity as
16 the duly appointed and acting Chapter 11 Trustee ("Trustee") for The Litigation Practice Group, PC
17 ("LPG" or "Debtor"), and Defendants, PHOENIX LAW, PC ("Phoenix"), WILLIAM TAYLOR
18 "TY" CARSS ("Mr. Carss"), and MARIA EEYA TAN ("Ms. Tan"). Trustee, Phoenix, Mr. Carss,
19 and Ms. Tan are collectively referred to as the "Parties" unless individually identified.

20 RECITALS

21 A. Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United
22 Code, on March 20, 2023 ("Petition Date"). Trustee was appointed on or about May 8, 2023
23 following the entry of an Order Directing United States Trustee to Appoint Chapter 11 Trustee
24 [Bankr. Docket No. 58] on May 4, 2023.

25 B. On May 25, 2023, Trustee filed this adversary proceeding against Phoenix, Mr.
26 Carss, Ms. Tan, and others. In his complaint, Trustee asserted that that Debtor had fraudulently
27 transferred approximately 40,000 client files to Phoenix ("Files"), that the clients never consented
28 to their legal cases being transferred to new counsel, and that these transfers were subject to
avoidance, recovery, and preservation under 11 U.S.C. §§ 548, 550, and 551. With respect to Mr.
Carss and Ms. Tan, Trustee sought injunctive relief with respect to the files transferred to Phoenix
and all matters related to those files.

C. On May 26, 2023, the Bankruptcy Court entered the Amended Order Granting
Trustee Richard Marshack's Omnibus Emergency Motion for: (1) Turnover of Estate Property and

1 Recorded Information Pursuant to 11 U.S.C. § 542; (2) Preliminary Injunction; (3) Lock-Out;
2 (4) Re-Direction of United States Parcel (sic) Services Mail; (5) Order to Show Cause Re:
3 Compliance with Court Order; and (6) Other Relief as Necessary To Efficient Administration of
4 this Matter, ("Order") [ECF No. 21]. Pursuant to the Order, Phoenix, Mr. Carss, and Ms. Tan were
5 enjoined from taking certain actions with respect to the Files and client payments/funds.

6 D. The Parties entered into arms-length negotiations regarding the Files and this
7 Adversary and have reached the agreement set forth below.

8 **NOW THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

9 1. The transfers of the Files and all material and property related thereto including, but
10 not limited to, payments, communications, and documents ("Transfers") to Phoenix was fraudulent
11 and Trustee is entitled to Judgment avoiding, recovering, and preserving the Transfers pursuant to
12 11 U.S.C. § 547, 548, and 550.

13 2. The Transfers are property of the estate under 11 U.S.C. § 541(a)(3)-(a)(4) which
14 shall be turned over to Trustee under 11 U.S.C. § 542.

15 3. Phoenix, Mr. Carss, and Ms. Tan shall turn over to Trustee all Transfers including
16 the Files and funds collected from clients pursuant to legal service agreements entered between
17 clients and Debtor and shall fully cooperate with Trustee's efforts to recover and administer the
18 Transfers including the Files and all related materials.

19 4. Any and all liability whether at law or equity relating in any way to Phoenix's
20 handling of the Transfers including the Files that arose or came into existence following the date of
21 their transfer to Phoenix until Trustee closes a court-approved sale to a third-party buyer ("Post
22 Transfer Claims") will remain with Phoenix. Phoenix, Mr. Carss, and Ms. Tan shall use their best
23 efforts to cooperate with Trustee and his retained professionals to provide services to the clients
24 until closing, and nothing herein shall impose or create any liability for Post Transfer Claims on
25 Trustee or Debtor's Estate.

26 5. Mr. Carss and Ms. Tan are dismissed without prejudice upon entry of this Agreed
27 Judgment.

6. Except as expressly set forth, the Parties reserve all rights, claims, and defenses. Because Trustee is not compromising any claims against Phoenix, Mr. Carss, or Ms. Tan, no motion to approve this agreement under Rule 9019 of the Federal Rules of Bankruptcy Procedure shall be required. Should the Court require such a motion prior to entering judgment pursuant to this stipulation, Trustee shall promptly file and seek such approval on an expedited basis.


7. Under Rule 54(b), the Parties stipulate that the judgment to be entered pursuant to this stipulation shall be a final judgment because there is no just reason.

8. The Court shall retain jurisdiction to enforce the terms of this stipulation and the resulting judgment.

Respectfully submitted,

DINSMORE & SHOHL LLP

Date: June 27, 2023


Christopher B. Ghio
Christopher Celentino
Special Counsel to Richard A. Marshack

PHOENIX LAW, PC

Date: JUNE 27 2023

By: 
Principal Officer

Its: Wm T Carss, Esq

Date: JUNE 27 2023


WILLIAM TAYLOR CARSS

Date: JUNE 27, 2023


MARIA EEYA TAN

EXHIBIT H

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Christopher B. Ghio (State Bar No. 259094) Christopher Celentino (State Bar No. 131688) Jonathan Serrano (State Bar No. 333225) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone: 619.400.0500 Facsimile: 619.400.0501 christopher.ghio@dinsmore.com christopher.celentino@dinsmore.com jonathan.serrano@dinsmore.com <input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Richard Marshack, Chapter 11 Trustee</i>	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> FILED & ENTERED JUL 07 2023 <small>CLERK U.S. BANKRUPTCY COURT Central District of California BY bolte DEPUTY CLERK</small> </div> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">CHANGES MADE BY COURT</p>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION	
In re: THE LITIGATION PRACTICE GROUP P.C., <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 8:23-bk-10571-SC CHAPTER: 11 ORDER: <input checked="" type="checkbox"/> GRANTING APPLICATION AND SETTING HEARING ON SHORTENED NOTICE <input type="checkbox"/> DENYING APPLICATION FOR ORDER SETTING HEARING ON SHORTENED NOTICE <p style="text-align: center;">[LBR 9075-1(b)]</p>
Movant: <u>Richard A. Marshack, Chapter 11 Trustee</u>	

1. Movant filed the following motion together with supporting declarations and (if any) supporting documents:
 - a. Title of motion: Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan; Memorandum of Points and Authorities; Declaration of Richard A. Marshack In Support Thereof; Exhibits
 - b. Date of filing of motion: July 6, 2023
2. Pursuant to LBR 9075-1(b), movant also filed an Application for Order Setting Hearing on Shortened Notice (Application) together with supporting declaration(s):

Date of filing of Application: July 6, 2023
3. Based upon the court's review of the application, it is ordered that:
 - a. ☐ The Application is denied. The motion may be brought on regular notice pursuant to LBRs.

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

b. ☒ The Application is granted, and it is further ordered that:

(1) ☒ A hearing on the motion will take place as follows:

Hearing date: <u>7/11/2023</u>	Place:
Time: <u>2:00 p.m.</u>	<input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012
Courtroom: <u>5C – in person (no virtual appearances permitted)</u>	<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367
	<input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501
	<input checked="" type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701
	<input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101

(2) ☒ No later than the deadlines given, **telephonic notice** of the hearing must be provided to all persons/entities listed:

(A) <u>Deadlines:</u>	(B) <u>Persons/entities to be provided with telephonic notice:</u>
Date: <u>7/7/2023</u>	<u>All interested parties, including Committee of Unsecured Creditors and all creditors</u>
Time: <u>3:00 p.m.</u>	<input type="checkbox"/> See attached page
	(C) <u>Telephonic notice is also required upon the United States trustee</u>

(3) ☒ No later than the deadlines given, **written notice of the hearing** and a **copy of this order** must be served upon all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First class mail ☐ Facsimile* ☒ Email*

(B) <u>Deadlines:</u>	(C) <u>Persons/entities to be served with written notice and a copy of this order:</u>
Date: <u>7/7/2023</u>	<u>All interested parties, including Committee of Unsecured Creditors and all creditors</u>
Time: <u>3:00 p.m.</u>	<input type="checkbox"/> See attached page
	(D) <u>Service is also required upon:</u>
	-- United States trustee (<i>electronic service is not permitted</i>)
	-- Judge's copy personally delivered to chambers (<i>see Court Manual for address</i>)

- (4) ☒ No later than the deadlines given, a copy of the motion, declarations, and supporting documents (if any), must be served on all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☒ Email*

(B) Deadlines:

Date: 7/7/2023

Time: 3:00 p.m.

(C) Persons/entities to be served with motion, declarations, supporting documents:

All interested parties, including Committee of Unsecured Creditors and all creditors

☐ See attached page

(D) Service is also required upon:

- United States trustee (*no electronic service permitted*)
- Judge's copy personally delivered to chambers
(see Court Manual for address)

- (5) ☒ Regarding **opposition to the motion**

☐ opposition to the motion may be made **orally** at the hearing

☒ no later than the deadlines given, **written opposition to the motion** must be filed with the court and served upon all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☒ Email*

(B) Deadlines:

Date: 7/11/2023

Time: 11:00 a.m.

(C) Persons/entities to be served with written opposition to the motion:

-- movant's attorney (or movant, if movant is not represented by an attorney)

(D) Service is also required upon:

- United States trustee (*electronic service is not permitted*)
- Judge's copy personally delivered to chambers
(see Court Manual for address)

- (6) ☒ Regarding a **reply to an opposition:**

☒ a reply to opposition may be made **orally** at the hearing.

☐ no later than the deadlines given, a **written reply to an opposition** must be filed with the court and served on all persons/entities listed using: ☐ one of the methods checked ☐ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☐ Email*

(B) <u>Deadlines:</u> Date: Time:	(C) <u>Persons/entities to be served with written reply to opposition:</u> -- All persons/entities who filed a written opposition (D) <u>Service is also required upon:</u> -- United States trustee (<i>electronic service is not permitted</i>) -- Judge's Copy personally delivered to chambers (see Court Manual for address)
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(7) ☐ Other requirements:

- (8) ☒ No later than the deadlines given, movant must file a **Declaration of Notice and Service** establishing that telephonic notice, written notice, and service of the motion and this order was completed as set forth above, and a **judge's copy** of the Declaration of Notice and Service must be personally delivered to the judge's chambers:

<input type="checkbox"/> at least 2 days before the hearing.
<input checked="" type="checkbox"/> no later than: Date: <u>7/10/2023</u> Time: <u>12:00 p.m.</u>

* Service by electronic means (facsimile or email) requires compliance with F.R.Civ.P. 5(b)(2)(E).

###

Date: July 7, 2023



Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT I

**U.S. Bankruptcy Court
Central District of California (Santa Ana)
Bankruptcy Petition #: 8:23-bk-10571-SC**

Assigned to: Scott C Clarkson
Chapter 11
Voluntary
Asset

Date filed: 03/20/2023
341 meeting: 04/24/2023
Deadline for objecting to discharge: 06/23/2023

Debtor

The Litigation Practice Group P.C.
17542 17th St
Suite 100
Tustin, CA 92780
ORANGE-CA
Tax ID / EIN: 83-3885343

represented by **Joon M Khang**

KHANG & KHANG LLP
4000 Barranca Parkway, Suite 250
Irvine, CA 92604
949-419-3834
Fax : 949-419-3835
Email: joon@khanglaw.com

Trustee

Richard A Marshack (TR)
Marshack Hays Wood LLP
870 Roosevelt
Irvine, CA 92620
949-333-7777

represented by **Bradford Barnhardt**

Marshack Hays Wood LLP
870 Roosevelt
Irvine, CA 92620
404-587-6205
Email: bbarnhardt@marshackhays.com

Peter W Bowie

Dinsmore & Shohl LLP
655 W. Broadway
Suite 800
San Diego, CA 92101
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Christopher Celentino

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San Diego, CA 92101
619-400-0517
Email: jeremy.freedman@dinsmore.com

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		ORDERED: The Trustee IS Authorized To Employ Dinsmore As His Special Counsel Effective As Of May 8, 2023 To Perform The Services Set Forth In The Application, With Compensation To Be Paid By The Within Bankruptcy Estate Pursuant To And Upon Further Bankruptcy Court Approval. (BNC-PDF) (Related Doc # 90) Signed on 7/5/2023. (NB8) (Entered: 07/05/2023)
07/05/2023	172 (139 pgs)	Status Report for Chapter 11 Status Conference ; <i>with Proof of Service</i> Filed by Trustee Richard A Marshack (TR). (Hays, D) (Entered: 07/05/2023)
07/05/2023	173 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 168 Order on Motion to Borrow (BNC-PDF)) No. of Notices: 1. Notice Date 07/05/2023. (Admin.) (Entered: 07/05/2023)
07/05/2023	174 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 169 Order on Application to Employ (BNC-PDF)) No. of Notices: 1. Notice Date 07/05/2023. (Admin.) (Entered: 07/05/2023)
07/06/2023	175 (16 pgs)	Notice of Hearing <i>Notice of Continued Status Conference; with Proof of Service</i> Filed by Trustee Richard A Marshack (TR). (Hays, D) (Entered: 07/06/2023)
07/06/2023	176 (22 pgs; 2 docs)	Motion to Approve Compromise Under Rule 9019 <i>re Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; Declaration of Richard A. Marshack</i> Filed by Trustee Richard A Marshack (TR) (Attachments: # 1 Exhibit 1: Stipulation) (Serrano, Jonathan) (Entered: 07/06/2023)
07/06/2023	177 (7 pgs)	Application shortening time <i>on 9019 Motion re Stipulation With Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; Declaration of Christopher B. Ghio</i> Filed by Trustee Richard A Marshack (TR) (Serrano, Jonathan) (Entered: 07/06/2023)
07/06/2023	178 (32 pgs; 2 docs)	Motion to Approve Compromise Under Rule 9019 <i>re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Richard A. Marshack</i> Filed by Trustee Richard A Marshack (TR) (Attachments: # 1 Exhibit 1: Stipulation) (Serrano, Jonathan) (Entered: 07/06/2023)
07/06/2023	179 (7 pgs)	Application shortening time <i>on 9019 Motion re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Christopher B. Ghio</i> Filed by Trustee Richard A Marshack (TR) (Serrano, Jonathan) (Entered: 07/06/2023)
07/07/2023	180 (4 pgs)	Order Granting Application And Setting Hearing On Shortened Notice. The Hearing On Chapter 11 Trustee's Notice Of Motion And Motion For Order Approving Stipulation RE Avoidance And Recovery Of Avoidable Transfers To Defendant Phoenix Law, PC And Turnover Of All Related Property To The Trustee And Order Of Dismissal Without Prejudice Of Defendants William Taylor Carss And Maria Eeya Tan; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; Exhibits Will Take Place On July 11, 2023 At 2:00 P.M. In Courtroom 5C--In Person (No Virtual Appearances Permitted) Located At 411 West Fourth Street, Santa Ana, CA 92701. (SEE ORDER FOR FURTHER RULING) (BNC-PDF) (Related Doc # 177) Signed on 7/7/2023 (NB8) (Entered: 07/07/2023)

07/07/2023	181	Hearing Set (RE: related document(s) 176 Chapter 11 Trustee's Motion For Order Approving Stipulation RE Avoidance And Recovery Of Avoidable Transfers To Defendant Phoenix Law, PC And Turnover Of All Related Property To The Trustee And Order Of Dismissal Without Prejudice Of Defendants William Taylor Carss And Maria Eeya Tan filed by Trustee Richard A Marshack (TR)) The Hearing date is set for 7/11/2023 at 02:00 PM at Crtrm 5C- In Person (No Virtual Appearances Permitted) , 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/07/2023)
07/07/2023	182 (4 pgs)	Order Granting Application And Setting Hearing On Shortened Notice. The Hearing On Chapter 11 Trustee's Notice Of Motion And Motion For Order Approving Stipulation Between The Debtor, Consumer Legal Group, PC; LGS Holdco, LLC; And Set Forth, Inc., f/k/a DebtPayPro; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; Exhibits Will Take Place On July 11, 2023 At 2:00 P.M. In Courtroom 5C--In Person (No Virtual Appearances Permitted) Located At 411 West Fourth Street, Santa Ana, CA 92701. (SEE ORDER FOR FURTHER RULING) (BNC-PDF) (Related Doc # 179) Signed on 7/7/2023 (NB8) (Entered: 07/07/2023)
07/07/2023	183	Hearing Set (RE: related document(s) 178 Chapter 11 Trustee's Motion For Order Approving Stipulation Between The Debtor; Consumer Legal Group, PC, LGS Holdco, LLC; And Set Forth, Inc. f/k/a DebtPayPro filed by Trustee Richard A Marshack (TR)) The Hearing date is set for 7/11/2023 at 02:00 PM at Crtrm 5C - In Person (No Virtual Appearances Permitted), 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/07/2023)
07/07/2023	184 (9 pgs)	Declaration re: <i>Declaration of Trustee In Lieu of Monthly Operating Report For June 2023; with Proof of Service</i> Filed by Trustee Richard A Marshack (TR). (Marshack (TR), Richard) (Entered: 07/07/2023)
07/07/2023	185 (137 pgs; 4 docs)	Objection (related document(s): 178 Motion to Approve Compromise Under Rule 9019 <i>re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Richard A. Marshack</i> filed by Trustee Richard A Marshack (TR)) (<i>Objections of Carolyn Beech and Diane Scarnavack to Motion to Approve Compromise Under Rule 9019 Re Stipulation with Consumer Legal Group, PC LGS Holdco LLC, and Set Forth, Inc, F/K/A DebtPayPro (Dkt. #178)</i>) Filed by Creditor Carolyn Beech (Attachments: # 1 Appendix A # 2 Appendix B # 3 Appendix C) (Edelman, Daniel) (Entered: 07/07/2023)
07/07/2023	186 (2 pgs)	Chapter 11 Trustee's Bond Of Richard A. Marshack In The Sum Of \$13,000,000.00; (Bond No. 8206836-016083 Issued By Liberty Mutual Insurance Company [ORIGINAL DOCUMENT SENT TO LOS ANGELES BANKRUPTCY COURT, FISCAL DEPARTMENT ON 7/7/2023) Filed by Trustee Richard A Marshack (TR) (NB8) (Entered: 07/07/2023)
07/07/2023	187 (9 pgs)	Status Report for Chapter 11 Status Conference <i>Chapter 11 Trustee's First Supplement to Status Report; with Proof of Service</i> Filed by Trustee Richard A Marshack (TR). (Hays, D) (Entered: 07/07/2023)
07/07/2023	188 (28 pgs)	<i>Motion To Approve Management Agreement With Resolution Processing; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; And Exhibits</i> Filed by Trustee Richard A

		Marshack (TR) (Lissebeck, Yosina) - See docket entry no.: 200 for corrections - Modified on 7/10/2023 (NB8). (Entered: 07/07/2023)
07/07/2023	189 (30 pgs)	Notice of Hearing Filed by Trustee Richard A Marshack (TR) (RE: related document(s) 188 Motion To Approve Management Agreement With Resolution Processing; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; And Exhibits Filed by Trustee Richard A Marshack (TR)). (Lissebeck, Yosina) - See docket entry no.: 202 for corrections - Modified on 7/10/2023 (NB8). (Entered: 07/07/2023)
07/07/2023	190 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 171 Order on Application to Employ (BNC-PDF)) No. of Notices: 1. Notice Date 07/07/2023. (Admin.) (Entered: 07/07/2023)
07/07/2023	191 (940 pgs; 6 docs)	Motion For Sale of Property of the Estate under Section 363(b) - No Fee Motion of Trustee Richard A. Marshack For Entry of an Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant To 11 U.S.C. § 363(b) and (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Other Agreements Filed by Trustee Richard A Marshack (TR) (Attachments: # 1 Declaration of Richard A. Marshack # 2 Declaration of William "Ty" Carss # 3 Declaration of R. Reed Pruyn # 4 Declaration of Jason J. Rebhun # 5 Declaration of Peter M. Schneider) (Ghio, Christopher) (Entered: 07/07/2023)
07/07/2023	192 (9 pgs)	Application shortening time on Motion of Trustee Richard A. Marshack For Entry of an Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant To 11 U.S.C. § 363(b) and (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Other Agreements Filed by Trustee Richard A Marshack (TR) (Ghio, Christopher) (Entered: 07/07/2023)
07/07/2023	201	Hearing Set (RE: related document(s) 188 Chapter 11 Trustee's Motion To Approve Management Agreement With Resolution Processing filed by Trustee Richard A Marshack (TR)) The Hearing date is set for 8/10/2023 at 10:00 AM at Crtrm 5C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/10/2023)
07/09/2023	193 (8 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 180 ORDER shortening time (BNC-PDF)) No. of Notices: 1. Notice Date 07/09/2023. (Admin.) (Entered: 07/09/2023)
07/09/2023	194 (8 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) 182 ORDER shortening time (BNC-PDF)) No. of Notices: 1. Notice Date 07/09/2023. (Admin.) (Entered: 07/09/2023)
07/10/2023	195 (2 pgs)	Order Setting Hearing On Application For Order Setting Hearing On Shortened Time (Docket No. 192). IT IS ORDERED: The Court Hereby Sets The Application For Order Setting Hearing On Shortened Time, Filed July 7, 2023 (Docket [Docket 192]) ("Application") For Virtual Hearing On July 10, 2023, At 2:00 P.M. The Accessibility Information For The Hearing Will Be Posted Into The Court's Tentative Ruling. The Application Pertains To The Motion For Entry Of Order Approving Sale Subject To Overbid Of Assets Free And Clear (Docket 191). Any Opposition To The Application May Be Filed By No Later Than 12:00

		NEF. On July 10, 2023, NEF Presented Orally At The Hearing. The Movant, Chapter 11 Trustee, Richard Marshack, Is To Provide Telephonic Notice Of Hearing To All Interested Parties By No Later Than 11:00 A.M. On July 10, 2023. (BNC-PDF) (Related Doc # 192) Signed on 7/10/2023 (NB8) (Entered: 07/10/2023)
07/10/2023	196	Hearing Set (RE: related document(s) 192 Hearing For Order Shortening Time On Motion Of Trustee Richard A. Marshack For Entry Of An Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements - No Fee filed by Trustee Richard A Marshack (TR)) The Hearing date is set for 7/10/2023 at 02:00 PM at Crtrm 5C, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) Modified on 7/10/2023 (NB8). (Entered: 07/10/2023)
07/10/2023	197 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Izakelian, Razmig. (Izakelian, Razmig) (Entered: 07/10/2023)
07/10/2023	198 (14 pgs)	Opposition to (related document(s): 192 Application shortening time <i>on Motion of Trustee Richard A. Marshack For Entry of an Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant To 11 U.S.C. § 363(b) and (B) A filed by Trustee Richard A Marshack (TR)) Filed by Creditor Committee Committee of Unsecured Creditors (Koffroth, Nicholas) (Entered: 07/10/2023)</i>
07/10/2023	199 (13 pgs)	Declaration re: <i>Declaration of Chapter 11 Trustee's Counsel Regarding Proof of Notice of Hearing and Service for (1) Motion for Order Approving Stipulation with Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; and (2) Motion for Order Approving Stipulation with Consumer Legal Group, PC, LGS HoldCo, LLC and Set Forth, Inc.</i> Filed by Trustee Richard A Marshack (TR) (RE: related document(s) 176 Motion to Approve Compromise Under Rule 9019 <i>re Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; Declaration of Richard A. Marshack, 178</i> Motion to Approve Compromise Under Rule 9019 <i>re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Richard A. Marshack.</i> (Serrano, Jonathan) (Entered: 07/10/2023)
07/10/2023	200	Notice to Filer of Error and/or Deficient Document Incorrect hearing date/time/location was selected. THE FILER IS INSTRUCTED TO FILE AN AMENDED NOTICE OF MOTION/HEARING WITH THE CORRECT HEARING INFORMATION, WHICH IS: AUGUST 10, 2023 AT 10:00 A.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701. (RE: related document(s) 188 Generic Motion filed by Trustee Richard A Marshack (TR)) (NB8) (Entered: 07/10/2023)
07/10/2023	202	Notice to Filer of Error and/or Deficient Document Incorrect hearing date/time/location was selected. THE FILER IS INSTRUCTED TO FILE AN AMENDED NOTICE OF MOTION/HEARING WITH THE CORRECT HEARING INFORMATION, WHICH IS: AUGUST 10, 2023 AT 10:00 A.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701. (RE: related document(s) 189 Notice of Hearing (BK Case) filed by Trustee Richard A Marshack (TR)) (NB8) (Entered: 07/10/2023)

07/10/2023	203 (6 pgs)	Declaration re: <i>Declaration of Chapter 11 Trustee's Counsel Regarding Proof of Notice of Hearing and Service for Motion of Trustee Richard A. Marshack for Entry of an Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (B) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Other Agreements</i> Filed by Trustee Richard A Marshack (TR) (RE: related document(s) 191 Motion For Sale of Property of the Estate under Section 363(b) - No Fee <i>Motion of Trustee Richard A. Marshack For Entry of an Order (A) Approving Sale, Subject to Overbid, of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Purs.</i> (Serrano, Jonathan) (Entered: 07/10/2023)
07/10/2023	204 (28 pgs)	Amended Motion (related document(s): 188 <i>Motion To Approve Management Agreement With Resolution Processing; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; And Exhibits</i> filed by Trustee Richard A Marshack (TR)) Filed by Trustee Richard A Marshack (TR) (Lissebeck, Yosina) (Entered: 07/10/2023)
07/10/2023	205 (30 pgs)	Notice of Hearing <i>Amended Notice of Hearing</i> Filed by Trustee Richard A Marshack (TR) (RE: related document(s) 204 Amended Motion (related document(s): 188 <i>Motion To Approve Management Agreement With Resolution Processing; Memorandum Of Points And Authorities; Declaration Of Richard A. Marshack In Support Thereof; And Exhibits</i> filed by Trustee Richard A Marshack (TR)) Filed by Trustee Richard A Marshack (TR)). (Lissebeck, Yosina) (Entered: 07/10/2023)
07/10/2023	206 (3 pgs)	Order Requesting Additional Briefing In Support Of Sale Motion. IT IS ORDERED: The Court Will Be Conducting A Hearing On The Motion Of Trustee Richard A. Marshack For Entry Of Order Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements Filed July 7, 2023 (Docket 191) (The "Sale Motion") On July 21, 2023, At 10:00 A.M. (Pacific Time) In Courtroom 5C-Virtual, Located At 411 West Fourth Street, Santa Ana, CA 92701. A Separate Order Regarding The Setting Of The Hearing And Briefing Schedules Will Be Issued Forthwith. (SEE ORDER FOR FURTHER RULING) (BNC-PDF) (Related Doc # doc) Signed on 7/10/2023 (NB8) (Entered: 07/10/2023)
07/10/2023	207	Hearing Set (RE: related document(s) 191 - Motion Of Trustee Richard A. Marshack For Entry Of An Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements - No Fee filed by Trustee Richard A Marshack (TR)) The Hearing date is set for 7/21/2023 at 10:00 AM at Ctrrm 5C-Virtual, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/10/2023)
07/10/2023	208	Hearing Held On Application For Order Shortening Time (RE: 192 Application For Order Shortening Time On Motion Of Trustee Richard A. Marshack For Entry Of An Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving

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		Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements) - ORDER BY ATTORNEY - ORDER SHORTENING TIME GRANTED - SALE HEARING SET FOR JULY 21, 2023 AT 10:00 A.M. VIA ZOOM. OPPOSITION DUE JULY 19, 2023. REPLY DUE AT SALE HEARING. (NB8) (Entered: 07/10/2023)
07/11/2023	209 (276 pgs)	Opposition to (related document(s): 176 Motion to Approve Compromise Under Rule 9019 <i>re Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; Declaration of Richard A. Marshack</i> filed by Trustee Richard A Marshack (TR), 178 Motion to Approve Compromise Under Rule 9019 <i>re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Richard A. Marshack</i> filed by Trustee Richard A Marshack (TR)) /U.S. Trustee's Opposition to the Pheonix and CLG Rule 9019 Motions; Declaration of Marilyn Sorenson and Queenie Ng in Support Thereof; along with Proof of Service Filed by U.S. Trustee United States Trustee (SA) (Ng, Queenie) (Entered: 07/11/2023)
07/11/2023	210 (11 pgs)	Opposition to (related document(s): 178 Motion to Approve Compromise Under Rule 9019 <i>re Stipulation With Consumer Legal Group, PC, LGS Holdco, LLC, and Set Forth, Inc. f/k/a DebtPayPro; Declaration of Richard A. Marshack</i> filed by Trustee Richard A Marshack (TR)) Official Committee of Unsecured Creditors' Conditional Opposition and Reservation of Rights to Chapter 11 Trustee's Motion For Order Approving Stipulation Between the Debtor, Consumer Legal Group, PC, LGS Holdco LLC and Set Forth Inc, f/k/a Debitpaypro Filed by Creditor Committee Committee of Unsecured Creditors (Owens, Keith) (Entered: 07/11/2023)
07/11/2023	211	Opposition to (related document(s): 176 Motion to Approve Compromise Under Rule 9019 <i>re Phoenix Law, PC, William Taylor Carss, and Maria Eeya Tan; Declaration of Richard A. Marshack</i> filed by Trustee Richard A Marshack (TR)) Filed by Creditor Debt Relief Group, LLC (White, Johnny) -[Access To This Document Has Been Restricted To Protect The Confidential Information Of Third Parties] Modified on 7/12/2023 (NB8). (Entered: 07/11/2023)
07/11/2023	212 (6 pgs)	Application of non-resident attorney to appear in a specific case per Local Bankruptcy rule <i>Application of Non-Resident Attorney Robert F. Elgidely to Appear in a Specific Case</i> Filed by Creditor Committee Committee of Unsecured Creditors (Owens, Keith) (Entered: 07/11/2023)
07/11/2023	213 (4 pgs)	Notice of lodgment Filed by Creditor Committee Committee of Unsecured Creditors (RE: related document(s) 212 Application of non-resident attorney to appear in a specific case per Local Bankruptcy rule <i>Application of Non-Resident Attorney Robert F. Elgidely to Appear in a Specific Case</i> Filed by Creditor Committee Committee of Unsecured Creditors). (Owens, Keith) (Entered: 07/11/2023)
07/11/2023	214 (2 pgs)	Scheduling Order On The Motion Of Trustee Richard A. Marshack For Entry Of Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements, Filed July 7, 2023 (Docket 91). IT IS ORDERED: The Court Will Be Conducting A Hearing On The Motion Of Trustee Richard A. Marshack For Entry Of Order Order (A) Approving Sale, Subject To Overbid, Of Assets Free And Clear Of All Liens, Claims,

		Encumbrances And Interests Pursuant To 11 U.S.C. Section 363(b) And (B) Approving Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases And Other Agreements Filed July 7, 2023 (Docket 191) (The "Sale Motion") On July 21, 2023, At 10:00 A.M. (Pacific Time). The Trustee Shall Cause Without Undue Delay Notice Of The Hearing To Be Electronically Transmitted To The Approximately 40,000 Consumers Of The Debtor. Any Opposition(s) To The Sale Motion Is To Be Filed And Served On Special Counsel For The Trustee, Before Midnight Pacific Time On July 19, 2023. Any Reply Or Responsive Pleading Is Due At The Hearing On July 21, 2023. (SEE ORDER FOR FURTHER RULING) (BNC-PDF) (Related Doc # 192) Signed on 7/11/2023 (NB8) (Entered: 07/11/2023)
07/11/2023	215 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Doling, Jenny. (Doling, Jenny) (Entered: 07/11/2023)
07/11/2023	216 (8 pgs)	Notice of sale of estate property (LBR 6004-2) Property to be sold includes executory client contracts, goodwill and proprietary DMS, among other assets Filed by Trustee Richard A Marshack (TR). (Ghio, Christopher) (Entered: 07/11/2023)
07/11/2023	272	Hearing Continued On Motion (RE: related document(s) 178 Chapter 11 Trustee's Motion For Order Approving Stipulation Between The Debtor; Consumer Legal Group, PC; LGS Holdco, LLC; And Set Forth, Inc. f/k/a DebtPayPro filed by Trustee Richard A Marshack (TR)) - HEARING ON MOTION CONTINUED TO JULY 21, 2023 AT 10:00 A.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/17/2023)
07/11/2023	273	Hearing Continued On Motion (RE: related document(s) 176 Chapter 11 Trustee's Motion For Order Approving Stipulation RE Avoidance And Recovery Of Avoidable Transfers To Defendant Phoenix Law, PC, And Turnover Of All Related Property To The Trustee And Order Of Dismissal Without Prejudice Of Defendants William Taylor Carss, And Maria Eeya Tan filed by Trustee Richard A Marshack (TR)) - HEARING ON MOTION CONTINUED TO JULY 21, 2023 AT 10:00 A.M. IN COURTROOM 5C, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701. The case judge is Scott C Clarkson (NB8) (Entered: 07/17/2023)
07/12/2023	217 (44 pgs)	Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: <i>Mari Agape v. The Litigation Practice Group, Daniel March, et al. Case No. 30-2023-01304067-CU-WT-CJC (Orange County Superior Court)</i> . Fee Amount \$188, Filed by Creditor Mari Agape (Salvato, Gregory) - See docket entry no.: 219 for corrections - Modified on 7/12/2023 (NB8). (Entered: 07/12/2023)
07/12/2023		Receipt of Motion for Relief from Stay - ACTION IN NON-BANKRUPTCY FORUM(8:23-bk-10571-SC) [motion,nman] (188.00) Filing Fee. Receipt number A55681164. Fee amount 188.00. (re: Doc# 217) (U.S. Treasury) (Entered: 07/12/2023)
07/12/2023	218 (983 pgs; 3 docs)	U.S. Trustee Motion to dismiss or convert <i>NOTICE OF MOTION AND MOTION BY UNITED STATES TRUSTEE TO CONVERT CASE TO CHAPTER 7 PURSUANT TO 11 U.S.C. § 1112(b); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF MARILYN</i>

DECLARATION OF TONY DIAB

I, TONY DIAB, declare:

1. I am a defendant in the adversary proceeding bearing case number 8:23-ap-01046-SC. I have reviewed Greyson Law Center PC's ("Present Greyson") Motion [dkt.290], moving the Bankruptcy Court to vacate the 5/26/23 [dkt.13] Lockout Order and Preliminary Injunction as to Present Greyson, and moving the Bankruptcy Court to order Trustee Marshack's attorneys to return to Present Greyson, Present Greyson's computers, data and documents seized by Trustee's attorneys at Present Greyson's office on 6/2/23. I have read all papers filed in support of and opposition to Present Greyson's Motion [dkt.290] as of the date I am signing my herein Declaration.
2. This includes that I have read the Declarations of Bradford Lee dated 1/8/24 [dkt.325-5, efiled 1/8/24] and 1/15/24 [dkt.333-1, filed 1/15/24], including all Exhibits thereto, which the Trustee's counsel filed with the Bankruptcy Court in Opposition to Greyson's Motion [dkt.290].
3. I attended a part of the deposition of Bradford Lee held 2/2/24 in adversary proceeding 8:23-ap-01046-Sc. In Lee's deposition, the first Greyson Law Center PC corporation was referred to as "Eng Taing Greyson". I am aware that the California Secretary of State official website states the first Greyson Law Center PC corporation was incorporated on 3/12/23, I am aware Eng Taing Greyson was financed by Eng Taing, who dissolved Eng Taing Greyson before

1 5/12/23. In this Declaration, I will refer to that first Greyson Law Center PC
2 corporation as “Eng Taing Greyson”.
3

4 4. I am aware that the California Secretary of State official website shows that a
5 later Greyson Law Center PC corporation was incorporated with the California
6 Secretary of State on 5/12/23. In Lee’s deposition this later Greyson Law
7 Center PC was referred to as “Present Greyson”. In this Declaration, I will
8 refer to the Greyson Law Center PC, incorporated on 5/12/23, as “Present
9 Greyson”
10

11 5. Both Lee’s 1/8/24 and 1/15/24 Declarations contain multiple misstatements of
12 fact. Among the misstatements in Lee’s two Declaration, which I can
13 competently testify on the basis of my own personal knowledge, are the
14 following misstatements of fact:

15 a. Lee’s Declarations are false in asserting that I helped to plan either Eng
16 Taing Greyson, or Present Greyson. I did not do so, and I had no part in setting
17 up either Eng Taing Greyson, or Present Greyson.
18

19 b. Lee’s Declarations are false in saying that I had discussions with Han
20 Trinh, and/or with Jayde Trinh, planning either Eng Taing Greyson, or Present
21 Greyson. Han and Jayde and I never had discussions at my house, or anywhere
22 else, regarding the formation of either Eng Taing Greyson or Present Greyson.
23

24 c. I am acquainted with Eng Taing. At the time Eng Taing formed Eng
25 Taing Greyson he was the managing director of Oakstone Law Group PC. Eng
26

1 Taing formed Eng Taing Greyson to deprive The Litigation Practice Group PC
2 (“LPG”) of LPG’s share of the revenue being generated by LPG clients which
3 LPG had been placed with Oakstone for servicing. The Oakstone entity was
4 formed to receive and service LPG clients, which LPG transferred to Oakstone,
5 and did receive approximately 15,000 LPG clients from LPG to service for
6 LPG. Oakstone had agreed to pay, and was required to pay, LPG a portion of
7 the revenue generated by the clients LPG sent Oakstone to service, but
8 Oakstone never paid any such revenue to LPG.
9

10
11 d. Eng Taing set up Eng Taing Greyson, for the ostensible purpose of
12 avoiding the stigma associated with the unlawful debits of Oakstone clients, but
13 in reality Eng Taing set up Eng Taing Greyson to deprive Eng Taing’s partner,
14 Wes Thomas, and to deprive LPG (the owner of the client files who sent those
15 client files to Oakstone to service) from the revenue stream being generated
16 from those LPG files. Eng Taing Greyson failed quickly, because Eng Taing
17 stopped financing it, and Eng Taing dissolved Eng Taing Greyson. Neither
18 LPG, nor I, would have received any benefit from Eng Taing Greyson, because
19 Eng Taing would have transferred the LPG files that Oakstone was servicing
20 for LPG, to Eng Taing Greyson, where clients would execute contracts with
21 Eng Taing Greyson, and then Eng Taing Greyson would not pay LPG any
22 proceeds of Eng Taing Greyson servicing those LPG files.
23
24
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1 e. Lee's Declarations are also **false** in saying that I have, or ever have had,
2 any control of Present Greyson—I have not, do not, and never have had any
3 control over Present Greyson whatsoever. To my knowledge, the present
4 Greyson's Managing Attorney is Scott Eadie, and the entity is run/managed by
5 Eadie and by Present Greyson attorney Jayde Trinh, with Han Trinh as the
6 administrator for Present Greyson. I have never had any ownership interest in
7 Present Greyson. Nor have I received any economic benefit of any kind, direct
8 or indirect, from Present Greyson, or from Scott Eadie, Jayde Trinh or Han
9 Trinh. I am acquainted with Scott Eadie. So far as I am aware, Scott Eadie is,
10 and has always been, the sole shareholder of Present Greyson, and is the
11 managing attorney of Present Greyson. Any discussion I had with any
12 individual at Greyson regarding file transfer was in my capacity as the
13 transferor, not transferee, of any file. No file was ever transferred to any
14 Greyson entity by me, even though numerous discussions regarding file transfer
15 took place.

16
17
18
19 f. Lee's Declarations are also **false** in claiming that I gave instructions to
20 Han Trinh, or to Bradford Lee, or to anyone else at Present Greyson, to do
21 anything regarding the business of Present Greyson. I have never done so.
22 Rather, during the time referenced in Bradford Lee's 1/8/24 Declaration, when
23 Lee says Lee did work for Present Greyson, Lee additionally did work for me
24 for Phoenix and did work regarding Phoenix with Phoenix and Maverick
25

1 Management Group LLC (“Maverick”) employees. I interacted with Lee both
2 directly and indirectly regarding the operation of Phoenix and regarding
3 Phoenix’ payment processing. This included multiple requests to Lee, that Lee
4 generate reports regarding LPG clients being serviced by Phoenix. One of the
5 reports Lee gave me, regarding Phoenix’ clients is Exhibit C to Lee’s 1/8/24
6 Declaration. As I recall, I also requested that Lee run reports regarding
7 payment processing at Phoenix, not simply servicing at Phoenix. I never
8 requested, nor received, any reporting of any kind from Lee regarding either
9 Eng Taing Greyson or Present Greyson.
10
11

12 g. LPG never transferred money to either Eng Taing Greyson or Present
13 Greyson. I am aware of all transactions entered into by LPG, and LPG never
14 sent any money to Eng Taing Greyson, or to Present Greyson. If LPG had done
15 so, I would be aware of that. Nor did I cause money to be transferred to either
16 Eng Taing Greyson or Present Greyson from any other entity over which I had
17 managerial authority, except that I am aware of the agreement by Phoenix to
18 pay Present Greyson \$2,000 per case for the use of attorneys employed by
19 Present Greyson to represent, as independent contractors, Phoenix clients who
20 had pending lawsuits various state courts nationwide. I participated in this
21 negotiation and in the assignment of Phoenix clients to attorneys employed by
22 Greyson, which assignments were for the purpose of defending Phoenix
23 consumer debtor clients in collection actions.
24
25
26

1 h. So far as I am aware, during the time (5/1/23 through 6/9/23) when
2 Bradford Lee was an employee of Present Greyson, Present Greyson never had,
3 or used, computers, monitors, or furniture been purchased by LPG or with LPG
4 money. If that had happened, I would have been aware.
5

6 i. Nor did LPG pay for or reimburse Present Greyson for charges Present
7 Greyson made on a credit card that Present Greyson had, in Present Greyson's
8 name, during the 5/1/23 through 6/9/23 time period when Bradford Lee was
9 employed by Present Greyson. I am not aware of any credit card Present
10 Greyson had during the time (5/1/23 through 6/9/23) when Lee was an
11 employee of Present Greyson, and I can state that LPG never made any
12 payment to any credit card from 5/1/2023 to 6/9/2023.
13

14 j. Lee's Declarations are **false** in claiming LPG sent LPG client files to
15 either Eng Taing Greyson, or to Present Greyson—that never occurred. I was
16 aware of all file transfer from LPG and purposefully initiated all transfers from
17 LPG to other entities. LPG files were transferred to Phoenix, Oakstone, and
18 Consumer Legal Group PC. LPG did not transfer any LPG files to Eng Taing
19 Greyson or to Present Greyson. Nor could LPG have transferred any LPG files
20 to Eng Taing Greyson, or to Present Greyson, because all LPG client files, that
21 LPG transferred to other entities, were transferred to other entities before the
22 3/9/23 date on which Eng Taing Greyson was incorporated, and before the
23 5/12/23 date on which Present Greyson was incorporated.
24
25
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1 k. I was present at this Court's hearing on June 12, 2023, when numerous
2 counsel discussed former LPG clients that had signed Greyson client contracts.
3 None of those clients were being serviced by LPG at the time either Greyson
4 entity was formed, and LPG did not transfer any client files to either Greyson
5 entity. I did discuss transferring files to Oakstone in December 2022 and
6 January 2023, and discussed transferring more client files to Oakstone in
7 February 2023. But I never discussed nor entertained a discussion about
8 transferring any clients to either Eng Taing Greyson or to Present Greyson.
9 LPG never transferred any LPG clients to either Eng Taing Greyson or to
10 Present Greyson.
11
12

13 l. I have never had, nor exercised, any control over Present Greyson
14 whatsoever at any time. I have read Exhibits A-G to Lee's 1/8/24 Declaration,
15 and I have read Exhibits H-J of Lee's 1/15/24 Declaration. Those Exhibits to
16 Lee's two Declarations do NOT establish that I had, or have, any control over
17 present Greyson.
18

19 6. Present Greyson is not, and never was, an alter ego of LPG. If it was, I would
20 be aware of such fact.

21 7. Nor is present Greyson an alter ego of the companies, such as Phoenix, which
22 Judge Clarkson determined to be alter egos of LPG. Phoenix was managed by
23 Bianca Loli, before Trustee Marshack's attorneys took over the management of
24 Phoenix as an alter ego of LPG.
25
26

1 8. None of Present Greyson, Jayde Trinh, Han Trinh, or Scott Eadie, had or has
2 any connection with, control of, or involvement with Phoenix, except that
3 Phoenix contracted with Present Greyson. That agreement, of which I was
4 involved as a consultant to Phoenix, was for the purpose of procuring counsel to
5 represent the large number of Phoenix clients with active lawsuits across the
6 country. Present Greyson agreed to send attorneys from Present Greyson's
7 network of attorneys to appear as independent contractors in lawsuits in various
8 state courts nationwide, where such counsel would defend Phoenix consumer
9 debtor clients in lawsuits. I am aware that Phoenix, through its processing
10 entity Maverick, did make payments to Greyson both direct and indirect, to pay
11 Present Greyson the contracted-for \$2,000 per case. I was involved in the
12 negotiation and payment of the \$2,000 per case agreement. Phoenix paid the
13 \$2,000 per case to Present Greyson, through the use of Maverick, Prime Logix
14 LLC ("Prime"), and Vulcan Consulting Group LLC ("Vulcan"). None of the
15 \$2,000 per case payments that Phoenix paid Present Greyson, came from any
16 LPG bank account, and none of those payments were sent to Present Greyson
17 from any payment processor that ran LPG client payments while LPG was
18 servicing such accounts.

19 9. Present Greyson was at no point in time an alter ego of Oakstone.

20 10. I was present, and testified, at the 6/12/23 hearing in Bankruptcy Court, before
21 Judge Clarkson, in this adversary proceeding. To the best of my recollection
22

1 the Trustee's counsel Celentino told Judge Clarkson that Greyson was not an
2 alter ego of LPG, which statement is true and correct. Mr. Celentino did NOT
3 ask me about Greyson when I was on the stand, and when Judge Clarkson
4 suggested that Celentino ask me about Greyson (referring to Present Greyson,
5 the enjoined entity), Celentino said he was going to ask Ty Carss instead. If
6 Celentino had asked me about present Greyson, I would have testified that I had
7 and have nothing to do with Present Greyson.
8

9
10 11. The [dkt.13] 5/26/23 Lockout and Preliminary Injunction Order was
11 additionally issued against Consumer Law Group. I am aware that Judge
12 Clarkson determined Consumer Law Group PC ("CLG") to be an alter ego of
13 LPG for purposes of issuing the preliminary injunction in this matter. I am
14 aware that the trustee's attorneys locked CLG out of CLG's CRM (client
15 relations management software) and data stored therein on June 2, 2023,
16 pursuant to the 5/26/23 Lockout and Preliminary Injunction Order.
17
18 Representatives of CLG phoned me on June 2, asking me for information about
19 the June 2 Lockout, which came as a complete surprise to CLG. On 6/5/23,
20 CLG personnel phoned me and told me that as of 6/5/23, the Trustee's attorneys
21 had restored CLG's access to CLG's CRM and to CLG's data, though the terms
22 reached with the Trustee's attorneys were not shared with me.
23
24
25
26

1 I declare under penalty of perjury that the foregoing is true and correct, and that
2 this Declaration is executed at Laguna Beach, California on February 12
3 2024.
4

5 
6 _____
7 TONY DIAB
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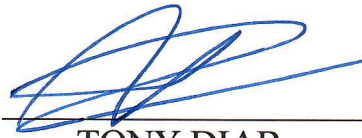
DECLARATION OF TONY DIAB

I, TONY DIAB, declare:

1. I am a defendant in the adversary proceeding bearing case number 8:23-ap-01046-SC. I make this declaration on the basis of my own personal knowledge, and if called to testify I could and would testify to the facts set forth below.
2. In my Declaration filed 4/2/24, I explained I had brokered the contract between Greyson, and Phoenix, for Phoenix to pay Greyson \$2,000 per state court lawsuit, for Greyson attorneys to appear, on an independent contractor basis, for Phoenix, in state court lawsuits, to defend Phoenix consumer clients who were being sued in state court on alleged debts.
3. I am familiar with the regular practice at Phoenix, regarding signing contracts, in and around May 2023. The regular practice for Phoenix agreements was for Ty Carss or Bianca Loli to execute (sign) the contracts for Phoenix. On numerous occasions, I would communicate with Bianca Loli regarding the execution, by Phoenix, of agreements between Phoenix and various vendors, including attorneys.
4. I recall discussing the final contract between Phoenix and Greyson with both Ty Carss and Bianca Loli before it was signed by Phoenix.
5. To the best of my recollection, Han Trinh of Greyson had told me that the Greyson-Phoenix \$2,000 per lawsuit contract was ready to be signed.

- 1 6. I told Han to have the agreement taken to Phoenix and signed by Bianca Loli
2 for Phoenix. I told Han that Bianca is the person that usually signs and is often
3 easier to find than Ty, and that Loli would handle the execution/signature of the
4 contract, for Phoenix.
5
6 7. Soon thereafter, Han told me that Han received the Greyson-Phoenix \$2,000 per
7 lawsuit contract back from Phoenix, signed by Bianca Loli.
8
9 8. I told Han that Greyson needed to promptly send Greyson's \$2,000 per lawsuit
10 invoices to Phoenix, for processing, to ensure timely payment by Phoenix of
11 Greyson's invoices.
12

13 I declare under penalty of perjury that the foregoing is true and correct, and that
14 this Declaration is executed at Laguna Beach, California on April 17,
15 2024.

16 

17 TONY DIAB
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DECLARATION OF SCOTT JAMES EADIE

I, SCOTT JAMES EADIE, declare:

1. I am an attorney in good standing, admitted to practice law in California from 1983 to present. My CA state bar number is 108345.

2. From when Greyson Law Center, PC ("Greyson") was incorporated, on 5/12/24, at the California Secretary of State, as California professional corporation No. 5714736, to present, I have been the 100% stockholder of Greyson, and I have been the President of Greyson. See **Exhibit A** hereto.

3. Attached hereto as **Exhibit B** is a true and correct copy of the *Articles of Incorporation of Greyson*, stamped filed on 5/12/23. Also attached, as **Exhibit C**, is present Greyson's *Statement of Information* filed with the CA Secretary of state on 10/24/23 stating I hold all the officer positions of Greyson, plus the director position for Greyson.

4. Before Greyson was incorporated on 5/12/23, there had been an earlier California corporation, also named Greyson Law Center, PC, which the official California Secretary of State website shows was corporation no. 5561924, incorporated on 3/9/23, and later terminated.

5. **Exhibit D** is a true and correct copy of a printout from the California Secretary of State Official website, showing the earlier Greyson corporation, corporation number 5561924, incorporated on 3/9/23 but then terminated, and showing the present

1 Greyson, corporation number 5714736, incorporated on 5/12/23 and in “active” status
2 at present, with the California Secretary of State.

3
4 6. If the earlier corporation named Greyson Law Center PC had not been
5 terminated, before present Greyson was incorporated, I do not believe the California
6 Secretary of State would have allowed present Greyson to use the name Greyson Law
7 Center PC.

8
9 7. I have read the 1/8/24 Declaration of Bradford Lee, with Exhibit A-G, and the
10 1/15/24 Declaration of Bradford Lee, with Exhibits H-K, each filed by Trustee
11 Marshack’s lawyers, Dinsmore & Sholl, opposing Greyson’s Motion [dkt.290].

12 8. The things that Lee’s two Declarations say, about Tony Diab controlling
13 Greyson, are **absolutely false**, to my personal knowledge, as the 100% shareholder
14 and President, of Greyson, from when Greyson was incorporated on 5/12/23, to
15 present. Tony Diab has never had any control over Greyson, at any time. Greyson, at
16 all times, has been controlled by me, as managing attorney, with assistance from
17 Greyson attorney Jayde Trinh, and with Han Trinh being the head administrator for
18 Greyson. The Greyson incorporated on 5/12/23 has always been owned and operated,
19 completely independent of Tony Diab.
20

21 9. Tony Diab has never had any ownership interest in Greyson the Greyson
22 incorporated on 5/12/23, at any time. Tony Diab, has never been paid any money by
23 Greyson, and has never had any right to be paid any money by Greyson.
24

1 10.LPG never transferred any LPG client files to Greyson. LPG never transferred
2 any LPG money to Greyson.

3
4 11.The only money that Greyson was paid, by any “alter ego” of LPG, is that
5 Phoenix (determined by the Bankruptcy Court to be an alter ego of LPG) contracted
6 with present Greyson, to pay Greyson \$2,000 per lawsuit, to have Greyson supply
7 attorneys from Greyson’s network of attorneys, to defend Phoenix’ consumer debtor
8 clients, on a 1099 basis, in lawsuits where Phoenix’ consumer debtor clients were
9 sued on alleged consumer debts. Phoenix still owes Greyson a large amount of money
10 pursuant to Phoenix’ contract with Greyson, and because Phoenix has been
11 determined by this Court to be an alter ego of LPG, Phoenix’ liability to Greyson is an
12 administrative claim against the LPG bankruptcy estate.

13
14 12.I make this Declaration in support of Greyson’s Motion [dkt.290], which
15 moves this Hon. Bankruptcy Court to vacate, as to Greyson, the 5/26/23 Lockout and
16 Preliminary Injunction Order [dkt.13]; and which moves this Court to order Trustee’s
17 attorneys, Dinsmore & Sholl, to return to Greyson, Greyson’s approximately 50
18 computers/beelinks, data, and documents, which Trustee’s attorneys and their field
19 agents seized at Greyson’s office on 6/2/23, and still have not returned to Greyson, to
20 present.

21
22 13.Ordering those items returned does not require vacating dkt.13, though dkt.13
23 should be vacated, because it was granted based on the false allegation that Greyson
24 was the alter ego of LPG, and an Order granted based on false information must
25

1 properly be vacated. Greyson's computers, data and documents that Dinsmore &
2 Sholl attorneys and field agents seized at Greyson's office on 6/2/23 should be
3 ordered returned because dkt.13 does NOT authorize Trustee's attorneys to seize
4 Greyson's 50 computers/beelinks from Greyson's office, and does NOT authorize
5 Trustee's attorneys to seize all Greyson's data and documents, which Trustee's
6 attorneys seized on 6/2/23.
7

8 14. This includes that the dkt.13 Order did NOT authorize Trustee's attorneys to
9 seize, and to lock Greyson out of, Greyson's whole Microsoft [M365 suite] account,
10 including that Microsoft account's cloud storage. Attorney Celentino misrepresented
11 when Celentino told Han Trinh, on 6/2/23, that the dkt.13 Order required Han to have
12 Greyson's IT Director, Justin Nguyen, turn over to Celentino firm attorney Jonathan
13 Serrano, the master codes to allow Serrantino to access Greyson's whole Microsoft
14 [M365 suite] account, which Serrano then accessed and locked Greyson out of. The
15 dkt.13 order only authorized Trustee to seize the Sharepoint portion of Greyson's
16 Microsoft [M365 suite] account, which is only a very small portion of the whole
17 Microsoft [M365 suite] account.
18
19

20 15. Nor did the dkt.13 Order authorize Trustee's attorneys and field agents to read
21 all Greyson's seized documents and data, or to attach Greyson's documents and data
22 to Declarations the Dinsmore & Sholl firm filed, opposing Greyson's Dkt.290 Motion.
23

24 16. Greyson is a competitor of Morning Law Group, the buyer of debtor Litigation
25 Practice Group's ("LPG") assets at the July 2023 bankruptcy court sale of those
26

1 assets. Greyson has a right to compete with Morning Law Group, and has a right to
2 compete with all other law firms which represent consumer debtor clients, to defend
3 those consumer debtor clients against debt collection claims, including to defend those
4 consumer debtor clients in court suits where those consumer debtor clients are sued on
5 alleged consumer debts.
6

7 17. Greyson's ability to carry on Greyson's business has been **very severely**
8 **damaged** by Trustee's attorneys false allegation that Greyson was an alter ego of
9 debtor LPG, when Trustee's lead attorney, Christopher Celentino, Esq., admitted to
10 the Bankruptcy Court, on the record, in the 6/12/23 Court hearing, that Greyson was
11 NOT an alter ego of debtor LPG (that portion of court transcript is attached hereto as
12 **Exhibit E**). Greyson's ability to carry on Greyson's business has been **very severely**
13 **damaged** by Trustee's attorneys seizing Greyson's computers, data and documents at
14 Greyson's office, on 6/2/23, which the dkt.13 Order did NOT authorize Trustee's
15 attorneys to seize, and refusing to return the seized items from 6/2/23 to date of this
16 Declaration.
17
18

19 18. Three days after the 6/12/23 hearing, on 6/15/23, Celentino's firm amended
20 adversary proceeding complaint, 8:23-ap-01046-SC to delete the alter ego allegations
21 as to Greyson, and only to allege that Greyson had received unspecified in amount,
22 unspecified as how, unspecified as to date, unspecified from whom, alleged fraudulent
23 transfers. Trustee's attorneys can't prove those allegations.
24
25
26

1 19. But the 5/26/23 [dkt.13] Lockout and Preliminary Injunction Order could NOT
2 properly have been granted against Greyson, based on the unspecified, fatally vague,
3 fraudulent transfer allegations that Trustee's 6/15/23 amended complaint made against
4 Greyson. I have been a California attorney for over 40 years, and I have never seen,
5 nor read any court decision, in any case, where an order anything like the 5/26/23
6 [dkt.13] Lockout and Preliminary Injunction Order was granted based on fraudulent
7 transfer allegations, particularly not based on the fatally vague fraudulent transfer
8 allegations alleged against Greyson in the 6/15/23 amended Complaint.
9
10

11 I declare under penalty of perjury that the foregoing is true and correct, and
12 that this Declaration is executed at Newport Beach, California on February 8,
13 2024.


14
15 
16 SCOTT JAMES EADIE
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EXHIBIT A



California Corporation # 5714736

Incorporated on 5/12/23

Stock Ledger

[illegible]

Certified as correct by:

Certified as correct by: 
 Scott James Eadie, President of Corporation and Sole Director

Scott James Eadie, President of Corporation and Sole Director

EXHIBIT B



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA PROFESSIONAL CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 5714736

Date Filed: 5/12/2023

B1750-2719 05/12/2023 11:54 AM Received by California Secretary of State

Corporation Name	Greyson Law Center PC
Initial Street Address of Principal Office of Corporation Principal Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Initial Mailing Address of Corporation Mailing Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Attention	Scott Eadie
Agent for Service of Process Agent Name	Scott Eadie
Agent Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Shares	The total number of shares the corporation is authorized to issue is: 100 Does the corporation have more than one class or series of shares? No
Purpose Statement	The purpose of the corporation is to engage in the profession of Law and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations. This corporation is a professional corporation within the meaning of California Corporations Code section 13400 et seq.
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By checking this box, I acknowledge that I am electronically signing this document as the incorporator of the Corporation and that all information is true and correct.	
Scott Eadie	05/12/2023
Incorporator Signature	Date

EXHIBIT C



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231632677

Date Filed: 10/24/2023

Entity Details			
Corporation Name	Greyson Law Center PC		
Entity No.	5714736		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	440 N BARRANCA AVE #1331 COVINA, CA 91723		
Mailing Address of Corporation			
Mailing Address	440 N BARRANCA AVE #1331 COVINA, CA 91723		
Attention	Scott Eadie		
Street Address of California Office of Corporation			
Street Address of California Office	None		
Officers			
Officer Name	Officer Address	Position(s)	
<input checked="" type="checkbox"/> Scott Eadie	440 N BARRANCA AVE #1331 COVINA, CA 91723	Chief Executive Officer, Chief Financial Officer, Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
<input checked="" type="checkbox"/> Scott Eadie	440 N BARRANCA AVE #1331 COVINA, CA 91723		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	Scott Eadie		
Agent Address	440 N BARRANCA AVE #1331 COVINA, CA 91723		
Type of Business			
Type of Business	Law Firm		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Labor Judgment			

An Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Scott Eadie

10/24/2023

Signature

Date

B2203-2234 10/24/2023 12:27 PM Received by California Secretary of State

EXHIBIT D

California
Secretary of State

Home

Search

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BusinessUCC

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accounting firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

* A basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note: **a basic search will search only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Home Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains keyword search. The advanced search allows for a starts with filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced search** feature.

Advanced Search

- * An advanced search is required when searching for publicly traded disclosure information or a status other than active.
- * An advanced search allows for searching by specific entity types (e.g. Nonprofit Mutual Benefit Corporation) or by entity groups (e.g. All Corporations) as well as searching by tags with specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

greyson law center

Advanced

Results: 2

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
Greyson Law Center PC (5561924)	03/09/2023	Terminated	Stock Corporation - CA - Professional	CALIFORNIA	REGISTERED AGENTS INC
Greyson Law Center PC (5714736)	05/12/2023	Active	Stock Corporation - CA - Professional	CALIFORNIA	Scott Eadie

Request Certificate

Initial Filing Date: 03/09/2023

Status: Terminated

Standing - SOS: Good

Standing - FTB: Good

Standing - Agent: Good

Standing - VC/CF: Good

Inactive Date: 05/02/2023

Formed In: CALIFORNIA

Entity Type: Stock Corporation - CA - Professional

Principal Address: 440 N BARBARCA AVE #1331 COVINA, CA 91723

Mailing Address: 440 N BARBARCA AVE #1331 COVINA, CA 91723

Statement of Info Due Date: 06/07/2023

Agent: 1505 Corporation REGISTERED AGENTS INC

View History

Request Access

3:38 PM

2/6/2024

EXHIBIT E

6/12/23
Court.
hearing
transcript
pages

33

1 law firm which has 48 confirmed clients and there is some
2 dispute as to whether or not those clients ever were in the
3 LPG, Oakstone, Gallant, Phoenix system or not. Those 48
4 clients with an expected monthly ACH pull of roughly \$15,000
5 are clients of a law firm that has a payroll -- according to
6 that law firm's director of human resources, they have a
7 payroll -- assuming the hourly employees only work one hour
8 a year, the payroll is \$5.67 million a year or 565,000 a
9 month.

10 So in the last few weeks, the direction was given
11 to pull the LPG client money, and then the direction was
12 given for that money to go to Prime Logix or Maverick. And
13 that money was used at those locations to either compensate
14 personnel at Greyson and/or personnel at Phoenix and/or a
15 series of other purposes that were detailed to the to the
16 Court. The point of course being no rational person would
17 run a law firm at a \$5-million annual human resources cost
18 with a current revenue of 15,000 a month and continue to
19 have the pulls come from the Chapter 11 Debtors' account on
20 behalf of Chapter 11 Debtor clients. He wouldn't be
21 operating that law firm legitimately.

22 It does not appear -- and this is one thing I want
23 to credit the folks that are appearing on behalf of Greyson.
24 We are going to want to modify -- the trustee is going to
25 want to amend its complaint. It does not appear that

1 Greyson is an alter ego. I'll take it at face value that
2 it's not, and that the two parties that founded it decided
3 to found it just for the purpose of siphoning the money from
4 LPG, not as an alter ego of LPG, but as an attempt to
5 destroy LPG and/or Phoenix.

6 So I believe, your Honor, the point here is I'm
7 happy, very happy to have Greyson, to the extent that the
8 services they're providing are being provided legally, take
9 their 48 clients and pay back the hundreds of thousands of
10 dollars of LPG money that has been utilized by them to pay
11 their employees.

12 Now, you're going to hear from Greyson, that
13 they're upset at the trustee because they had a payroll that
14 they were hoping that would go out on June 2nd, and they had
15 a payroll they were hoping would go out this Friday. And
16 you can explain to them as much as I have explained to them,
17 your order doesn't put the trustee in charge. The order
18 enjoins the use of the money. But the notion that they're
19 upset that their attempt to take that money, regardless of
20 who authorized them to do so, from LPG clients for the
21 purposes of paying the expenses of a myriad of employees.
22 You can see in Mr. Plazak's papers, there are a myriad of
23 employees that work there that they were hoping LPGs
24 authorization would pay.

25 So when we get to what the injunction should look

DECLARATION OF SCOTT JAMES EADIE

I, SCOTT JAMES EADIE, declare:

1. I am an attorney in good standing, admitted to practice law in California from 1983 to present. My CA state bar number is 108345.

2. From when Greyson Law Center, PC ("Greyson") was incorporated, on 5/12/23, at the California Secretary of State, as California professional corporation No. 5714736, to present, I have been the 100% stockholder of Greyson, and I have been the President of Greyson.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of Greyson filed with the California Secretary of State on 5/12/23. I am listed on those Articles of Incorporation as the Agent for Service of Process for Greyson Law Center PC, as follows:

Agent for Service of Process
Agent Name Scott Eadie
Agent Address 555 ANTON BLVD
150
COSTA MESA, CA 92626

4. On 5/12/23, and to present, the California Secretary of State has a free, publicly available website, <https://www.sos.ca.gov>, accessible on computer, where all California corporations can be searched. If Trustee's attorneys, the Dinsmore firm, had searched, that website, before serving the dkt.176 Motion to Approve Stipulation, they would have found **Exhibit A**, listing me as agent for service of process, at the address stated in ¶3 immediately supra.

**DECLARATION OF SCOTT JAMES EADIE RE. NOT SERVED WITH DKT.176 MOTION AND NOT
PHONED RE HEARING DATE**

1 adversary proceeding on 10/25/23 by The Bankruptcy Law Firm, PC. However,
2 Plazak had only appeared for Greyson in that adversary proceeding, and had never
3 appeared for Greyson in the LPG main bankruptcy case.
4

5 9. At the time the Dinsmore firm filed the dkt.176 Motion, on 7/6/23, the
6 Dinsmore firm was well aware that Greyson was a party in interest in the LPG
7 bankruptcy case, because in the 8:23-ap-01046-SC adversary proceeding, Dinsmore
8 firm had moved for, and had obtained, the [dkt.13] Lockout and Preliminary
9 Injunction Order, against Greyson, on 5/26/23, based on the false allegation that
10 Greyson was an alter ego of debtor LPG. The Dinsmore firm got that dkt.13 Order by
11 filing a Motion under seal on 5/25/23, not served on Greyson or other target, and
12 heard ex parte by the Court on 5/26/23.
13


14 10. When Dinsmore firm filed its dkt.176 Motion on 7/6/23, in the LPG main
15 bankruptcy case, Dinsmore firm was required to serve that Motion on Greyson, by
16 mailing that Motion to me, as Greyson's agent for service of process listed in
17 Greyson's 5/12/23 Articles of Incorporation (Exhibit A hereto), at my address listed
18 in the Articles of Incorporation.
19

20 11. I was NOT served with that dkt.176 Motion, on 7/6/23, or at any later time. I
21 was not served at my address listed as agent for service of process for Greyson in the
22 Articles of Incorporation attached as Exhibit A hereto, or at my address listed in my
23 California state bar profile (Exhibit B hereto). I was not served at any Greyson
24 address.
25

26 DECLARATION OF SCOTT JAMES EADIE RE. NOT SERVED WITH DKT.176 MOTION AND NOT
PHONED RE HEARING DATE

1 Motion for 7/11/23.

2 I declare under penalty of perjury that the foregoing is true and correct, and
3
4 that this Declaration is executed at Newport Beach, California on ^{March}~~April~~ 27, 2024.

5
6 
7 SCOTT JAMES EADIE

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26
DECLARATION OF SCOTT JAMES EADIE RE. NOT SERVED WITH DKT.176 MOTION AND NOT
PHONED RE HEARING DATE

EXHIBIT A



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA PROFESSIONAL CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 5714736

Date Filed: 5/12/2023

B1750-2719 05/12/2023 11:54 AM Received by California Secretary of State

Corporation Name	Greyson Law Center PC
Initial Street Address of Principal Office of Corporation Principal Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Initial Mailing Address of Corporation Mailing Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Attention	Scott Eadie
Agent for Service of Process Agent Name	Scott Eadie
Agent Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Shares	The total number of shares the corporation is authorized to issue is: 100 Does the corporation have more than one class or series of shares? No
Purpose Statement	The purpose of the corporation is to engage in the profession of Law and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations. This corporation is a professional corporation within the meaning of California Corporations Code section 13400 et seq.
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By checking this box, I acknowledge that I am electronically signing this document as the incorporator of the Corporation and that all information is true and correct.	
Scott Eadie	05/12/2023
Incorporator Signature	Date

EXHIBIT B

PUBLIC: Need Legal Help | Complaints & Claims | Free Legal Information | Discipline | Public Trust Liaison | En español

Legal Specialist Search

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Problem with a Lawyer

Select Language

Attorney Profile

Scott James Eadie #108345

License Status: Active

Address: 5000 Birch St Ste 3000, Newport Beach, CA 92660-2140

Phone: 949-221-9633 | Fax: Not Available

Email: wrkcomp1@aol.com | Website: Not Available

More about This Attorney

License Status, Disciplinary and Administrative History

All changes of license status due to nondisciplinary administrative matters and disciplinary actions.

Date	License Status ⓘ	Discipline ⓘ	Administrative Action ⓘ
Present	Active		
6/3/1983	Admitted to the State Bar of California		

Additional Information:

- About the disciplinary system

Start New Search »

DECLARATION OF DOUGLAS PLAZAK, ESQ.

I, DOUGLAS PLAZAK, ESQ., declare:

1. I am an attorney in good standing, admitted to practice law in California, and am admitted to US District Court and Bankruptcy Court, CD CA. I am a shareholder of Reid & Hellyer, APC ("Reid & Hellyer), the former counsel of Greyson Law Center PC ("Greyson), Han Trinh, and Phuong (aka Jayde) Trinh.

2. I make this Declaration in support of Greyson's Reply to Trustee Marshack's Opposition to Greyson's Motion [Dkt.676] for Allowance and Payment of Administrative Claim.

3. Reid & Hellyer was **never hired** to represent Greyson, Han Trinh or Phuong (aka Jayde) Trinh, or any other person or entity, in any motions or proceedings whatsoever in the main bankruptcy proceeding, 8:23-bk-10571-SC, of debtor Litigation Practice Group LP ("LPG").

4. Reid & Hellyer **never appeared** for Greyson, or for Han Trinh, or for Jayde Trinh, or for any other person or entity, in the LPG main bankruptcy proceeding, 8:23-bk-10571 concerning any matter. This can be confirmed by searching the pacer docket for the LPG main bankruptcy proceeding, 8:23-bk-10571-SC. Reid & Hellyer is not listed in the docket as representing any party in the LPG main bankruptcy proceeding, 8:23-bk-10571-SC.

5. I was one of the declarants on Greyson's Motion [dkt.676 in LPG main case docket] for allowance and payment of administrative claim, which

1 Greyson Motion was filed on November 17, 2023 in the main LPG bankruptcy
2 proceeding, 8:23-bk-1-571-SC. However, Greyson's [dkt.676] Motion was not
3 filed by Reid & Hellyer. It was filed by The Bankruptcy Law Firm, PC by
4 attorney Kathleen P. March, Esq. , as counsel for Greyson. On November 17,
5 2023, March's firm additionally filed Han Trinh's [dkt.674] and Jayde Trinh's
6 [dkt.675] motions for allowance and payment of administrative claims, filed in
7
8 LPG's main bankruptcy case
9

10 6. Reid & Hellyer was hired on June 8, 2023, to defend Greyson, Han
11 Trinh, Jayde Trinh, and Scott Eadie in adversary proceeding 8:23-ap-01046-SC
12 (*Trustee Marshack v. Tony Diab et al*), where Greyson was sued as one of the
13 many defendants.
14

15 7. Reid & Hellyer represented Greyson, Han Trinh, and Jayde Trinh, as
16 defendants in adversary proceeding 8:23-ap-01046-SC (*Trustee Marshack v. Tony*
17 *Diab et al*) for a period of time in 2023. Reid & Hellyer's first action in that
18 adversary proceeding was filing Greyson's Opposition (including declarations)
19 [dks.46, 47, and 48], on June 12, 2023, opposing the continuation of the Lockout
20 and Preliminary Injunction Order [dkt.13] that Trustee Marshack's attorneys,
21 Dinsmore & Shohl, LLP ("Dinsmore Firm"), had obtained against Greyson and
22 many other defendants in the adversary proceeding. The Dinsmore Firm had filed
23 a Motion under seal, on May 25, 2023, with no notice to Greyson or other
24 defendants, and had obtained the May 26, 2023 [dkt.13] Lockout and Preliminary
25
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27
28

1 Injunction Order at a Bankruptcy Court hearing in the adversary proceeding, held
2 on May 25, 2023, that neither Greyson nor other defendants were given notice was
3 being held.
4

5 8. I appeared for Greyson at the June 12, 2023, Court hearing in the
6 adversary proceeding, where Greyson opposed continuing the dkt.13 Order as to
7 Greyson,
8

9 9. On July 18, 2023, Reid & Hellyer filed an Answer [dkt89] on behalf
10 of defendants Greyson, Han Trinh and Jayde Trinh in the adversary proceeding.
11 On September 7, 2023, my firm filed a Status Report [dkt182], in the adversary
12 proceeding.
13

14 10. The foregoing is every pleading and every appearance Reid & Hellyer
15 made in the adversary proceeding
16

17 11. On September 11, 2023, [by dkt.195] Reid & Hellyer substituted out
18 from representing Han Trinh and Jayde Trinh in the adversary proceeding, with
19 The Bankruptcy Law Firm, PC, by attorney March, substituting into the adversary
20 proceeding as counsel for Han Trinh and Jayde Trinh. On October 25, 2023, [by
21 dkt.238] Reid & Hellyer substituted out from representing Greyson in the
22 adversary proceeding with The Bankruptcy Law Firm, PC, by Kathleen P. March,
23 Esq., substituting into the adversary proceeding as counsel for Greyson.
24
25

26 12. On June 27, 2023 the Dinsmore Firm filed a Stipulation [dkt.77] titled
27 “Stipulation for Judgment (1) Avoiding, Recovering, and Preserving Transfers to
28

1 Defendant, Phoenix Law Group, Inc.; (2) Turning Over of All Transferred
2 Property to Trustee; and (3) Dismissing Without Prejudice Defendants William
3 Taylor Carss And Maria Eeya Tan.” This Stipulation was filed in the adversary
4 proceeding. There was no hearing date on the Stipulation, and it stated, at ¶6 of
5 p.4 of Stipulation that no Rule 9019 Motion was being filed, but that “Should the
6 Court require such a motion prior to entering judgment pursuant to this
7 Stipulation, Trustee shall promptly file and seek such approval on an expedited
8 basis.” I was not concerned about the Stipulation between plaintiff Trustee and
9 three of the many defendants to the adversary proceeding because a Stipulation
10 cannot not change or reduce rights of persons/entities that are not a party to the
11 Stipulation. Trustee’s attorneys never filed any pleading in the adversary
12 proceeding saying Trustee was seeking to have the Bankruptcy Court enter an
13 order to the effect that the Dkt.77 Stipulation was binding on all parties in the LPG
14 bankruptcy case. The adversary proceeding pacer docket shows no such pleading
15 was filed in the adversary proceeding—no motion to compromise, no motion
16 whatsoever on that subject.

17
18
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21
22 13. Reid & Hellyer only loosely monitored the pleadings filed in the main
23 LPG bankruptcy case because Reid & Hellyer was only retained to represent
24 specific parties in the one adversary proceeding and was not hired or paid to do
25 anything in the main LPG bankruptcy case docket. There are over 1000 docket
26 entries in the main LPG bankruptcy case docket. An attorney hired to defend a
27
28

1 particular defendant in an adversary proceeding is not representing that particular
2 defendant with respect to the (here over 1000) docketed items filed in the main
3 bankruptcy case. That is not the law and neither the Trustee nor the Dinsmore
4 Firm could have reasonably believed otherwise.
5

6 14. Contrary to the Stipulation's [dkt.77] language, the Dinsmore Firm
7 filed a Motion to Approve Compromise in the main LPG bankruptcy case docket.
8 That Motion is dkt.176 in the main LPG bankruptcy case docket, filed July 6,
9 2023.
10

11 15. The dkt.176 Motion was apparently e-served upon Reid & Hellyer by
12 the Court efilng system at the time the dkt.176 Motion was filed in the main LPG
13 bankruptcy case. However, the dkt.176 Motion being e-served on Reid & Hellyer
14 did **not constitute valid service** of the Motion on Greyson, or on Han Trinh, or on
15 Jayde Trinh, because Reid & Hellyer had never appeared on anything in the main
16 LPG bankruptcy case and never represented any of Greyson, Han Trinh or Jayde
17 Trin in the main LPG bankruptcy case at any time.
18

19 16. To the contrary, Han Trinh and Jayde Trinh each appeared pro se
20 (without attorney) in the LPG main bankruptcy case by each of them filing Proofs
21 of Claim, pro se (no attorney) on June 20, 2023. Han Trinh's Proof of Claim is
22 Claims Register claim 79-1 in the LPG main bankruptcy case claims register.
23
24 Phuong (aka Jayde) Trinh's Proof of Claim is Claims Register Claim 75-1 in the
25 LPG main bankruptcy case claims register. Both those pro se proofs of claim were
26
27
28

1 filed before the July 26, 2023, the date on which the Dinsmore Firm filed dkt.176,
2 the Motion to Compromise, in the main LPG bankruptcy case.

3
4 17. FRBP Rule 2002(a)(3) requires that all creditors be served with a
5 Motion to Compromise, unless the court for cause, orders otherwise. There is
6 nothing in the LPG bankruptcy case docket “ordering otherwise”.

7
8 18. Therefore, proper service of Han Trinh and Jayde Trinh with the
9 dkt.176 Motion to Compromise required the Dinsmore Firm to serve Han Trinh
10 and Jayde Trinh, pro se, by mailing the dkt.176 Motion to each of them, to the
11 address listed on their pro se Proofs of Claim. The Proof of Service to the dkt.176
12 Motion does not reflect such service upon Han Trinh or Jayde Trinh.

13
14 19. Greyson had been sued as a defendant in adversary proceeding 8:23-
15 ap-01046-SC, filed on May 25, 2023. ¶18 of Trustee’s adversary proceeding
16 complaint [dkt.1 in adv proc docket] states that: “18. Defendant Greyson Law
17 Center PC (“Greyson”) is, and at all material times was, a professional
18 corporation organized, existing, and in good standing under the laws of the State of
19 California, with its principal place of business in Costa Mesa, California.”

20
21 20. Greyson had not, as of July 6, 2023, appeared in the LPG main
22 bankruptcy case. To validly serve Greyson with the dkt.176 Motion to
23 Compromise, the Dinsmore Firm was required to mail the dkt.176 motion to
24 Greyson’s agent for service listed on the California Secretary of State official,
25 publicly accessible, website, <https://www.sos.ca.gov> Attached hereto as **Exhibit**

1 A, printed from the official California Secretary of State website, is Greyson's
2 Articles of Incorporation, filed May 12, 2023, which lists Scott Eadie as Greyson's
3 agent for service of process, at 555 ANTON BLVD, 150, COSTA MESA, CA
4 92626.
5

6 21. Service upon only Reid & Hellyer of the dkt.176 Motion to
7 Compromise did not constitute valid service of the Motion to Compromise upon
8 Greyson because Reid & Hellyer was not representing Greyson in the main LPG
9 bankruptcy case and Reid & Hellyer was not authorized, or even impliedly
10 authorized, to accept service of dkt.176—a Motion filed only in the main LPG
11 bankruptcy case, and NOT filed in the adversary proceeding--on behalf of
12 Greyson.
13
14
15

16 22. The Claims register in the LPG main bankruptcy case shows that
17 before July 6, 2023, over 100 creditors had filed Proofs of Claim. **Exhibit B**
18 hereto is those pages of the LPG bankruptcy case claims register showing over 100
19 creditors which had filed Proofs of claims before July 6, 2023. Per FRBP Rule
20 2002(a)(3), all those 100+ creditors were required to be served with the dkt.176
21 Motion to Compromise.
22
23

24 23. The proof of service to the dkt.176 Motion to compromise shows that
25 when that Motion was filed on July 6, 2023, it was only served on parties to the
26 adversary proceeding, and was not served on “ parties in interest” or on the 100+
27 creditors who had filed proofs of claims before July 6, 2023.
28

1 24. Attached hereto as **Exhibit C** is dkt.180, which is a true and correct
2 copy of the Bankruptcy Court's Order granting shortened time hearing of Trustee's
3 dkt.176 Motion to Compromise with Phoenix, Carss and Tan. The dkt.180 Order
4 requires movant (Trustee by Dinsmore firm) to give phone notice of shortened
5 time hearing, to "all interested parties" and to "all creditors", and requires
6 emailing the Motion [dkt.176] to compromise with Phoenix, Carss and Tan to "all
7 parties in interest" and to "all creditors". The Court's Notice of Entry [dkt.193] of
8 the dkt.180 Order only serves persons in the adversary proceeding, and does not
9 serve "all interested parties" or "all creditors".
10

11
12
13 25. The Declaration [dkt.199] of Trustee atty Serrano [**Exhibit D** hereto]
14 says Serrano phoned 18 [of over 100 creditors] and says he emailed the
15 Motion[dkt.176] to compromise to all creditors, but there is no list of all creditors
16 Serrano phoned, attached to that Declaration, so there is no list of creditors' emails
17 that Serrano emailed the Motion to, attached to that Declaration. Nor does
18 Serrano's email claim to have phoned, or emailed the motion to any "parties in
19 interest", much less to "all parties in interest", as required by the dkt.180 Order
20 shortening time for hearing on the dkt.176 Motion to compromise.
21
22

23
24 26. No one phoned Reid & Hellyer saying the dkt.176 Motion would be
25 heard on July 11, 2023.
26

27 27. A bare allegation of service in Serrano's Declaration, without
28 attaching the list of the emails showing which (if any) of the 100 plus creditors

1 Serrano emailed the dkt.176 Motion to, as required by the Court's Order [dkt.180]
2 granting shortened time hearing on the dkt.176 Motion, is inadequate to prove any
3 creditors—much less all creditors--were served with the Motion [dkt.176] to
4 compromise. Serrano's Declaration does not claim to have phoned or email served
5 any of the "all parties in interest" with the dkt.176 Motion to Compromise, or to
6 have told them the hearing was on July 11, 2023.
7

8
9 28. Greyson is not bound by the Order [dkt.365, entered August 7, 2023,
10 in the LPG main bankruptcy case, granting Trustee's dkt.176 Motion to
11 Compromise because Greyson was not validly served with the dkt.176 Motion.
12

13 29. Serving the Order would not remedy failure to validly serve the
14 dkt.176 Motion. But it does not appear the dkt.365 Order granting the dkt.176
15 Motion to Compromise with Phoenix, Carss, Tan was served on any of the "all
16 parties in interest" or on the 100+ creditors who had filed claims. The Notice of
17 Entry [dkt.372] on the dkt.365 Order only shows service on debtor LPG, and not
18 on anyone else. A true and correct copy of the dkt.372 Notice of Entry is attached
19 as (copy attached hereto as **Exhibit E**) hereto.
20

21
22 I declare under penalty of perjury that the foregoing is true and correct and
23 that this Declaration is executed at Riverside, California on
24 March 20, 2024.
25

26
27 
28 DOUGLAS PLAZAK, ESQ.

EXHIBIT A



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA PROFESSIONAL CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 5714736

Date Filed: 5/12/2023

B1750-2719 05/12/2023 11:54 AM Received by California Secretary of State

Corporation Name	Greyson Law Center PC
Initial Street Address of Principal Office of Corporation Principal Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Initial Mailing Address of Corporation Mailing Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Attention	Scott Eadie
Agent for Service of Process Agent Name	Scott Eadie
Agent Address	555 ANTON BLVD 150 COSTA MESA, CA 92626
Shares	The total number of shares the corporation is authorized to issue is: 100 Does the corporation have more than one class or series of shares? No
Purpose Statement	The purpose of the corporation is to engage in the profession of Law and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations. This corporation is a professional corporation within the meaning of California Corporations Code section 13400 et seq.
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By checking this box, I acknowledge that I am electronically signing this document as the incorporator of the Corporation and that all information is true and correct.	
Scott Eadie	05/12/2023
Incorporator Signature	Date

EXHIBIT B

Central District of California Claims Register

8:23-bk-10571-SC The Litigation Practice Group P.C.

Judge: Scott C Clarkson

Chapter: 11

Office: Santa Ana

Last Date to file claims:

Trustee: Richard A Marshack (TR)

Last Date to file (Govt):

Creditor: (41472820)

STATE OF NEVADA DEPARTMENT OF
TAXATION
700 E WARM SPRINGS RD STE 200
LAS VEGAS, NV 89119

Claim No: 1

Original Filed Date: 03/27/2023

Original Entered Date: 03/27/2023

Status:

Filed by: CR

Entered by: Mixaly M Arambula

Modified:

Amount claimed: \$3344.99

Priority claimed: \$3044.99

History:

[Details](#) 1-1 03/27/2023 Claim #1 filed by STATE OF NEVADA DEPARTMENT OF TAXATION, Amount claimed: \$3344.99 (Arambula, Mixaly)

Description:

Remarks:

Creditor: (41469161)

Internal Revenue Service (IRS)
Internal Revenue Service
Ogden, UT 84201

Claim No: 2

Original Filed Date: 03/29/2023

Original Entered Date: 03/29/2023

Last Amendment Filed: 12/13/2023

Last Amendment Entered: 12/13/2023

Status:

Filed by: CR

Entered by: Timothy C Schakow

Modified:

Amount claimed: \$958754.88

Secured claimed: \$0.00

Priority claimed: \$946833.46

History:

[Details](#) 2-1 03/29/2023 Claim #2 filed by Internal Revenue Service (IRS), Amount claimed: \$1139905.76 (Schakow, Timothy)

[Details](#) 2-2 05/01/2023 Amended Claim #2 filed by Internal Revenue Service (IRS), Amount claimed: \$1050799.56 (Schakow, Timothy)

[Details](#) 2-3 12/13/2023 Amended Claim #2 filed by Internal Revenue Service (IRS), Amount claimed: \$958754.88 (Schakow, Timothy)

Description:

Remarks:

Creditor: (41482684)

Indiana Department of Revenue
100 N. Senate Ave
Indianapolis, IN 46204

Claim No: 3

Original Filed Date: 03/30/2023

Original Entered Date: 03/30/2023

Status:

Filed by: CR

Entered by: AUTP

Modified:

Amount claimed: \$5648.22

Priority claimed: \$5135.90

History:

[Details](#) 3-1 03/30/2023 Claim #3 filed by Indiana Department of Revenue, Amount claimed: \$5648.22 (AUTP)

Description:

Remarks: (3-1) Account Number (last 4 digits):1237

Creditor: (41487966)
GHA Technologies Inc
8998 E Raintree Dr
Scottsdale, AZ 85260

Claim No: 4
Original Filed Date: 04/03/2023
Original Entered Date: 04/03/2023

Status:
Filed by: CR
Entered by: SD8
Modified:

Amount claimed: \$7861.98

History:

[Details](#) ● [4-1](#) 04/03/2023 Claim #4 filed by GHA Technologies Inc, Amount claimed: \$7861.98 (SD8)

Description: (4-1) Computer Hardware

Remarks:

Creditor: (41488006)
Jane Ann Dearwester
P.O. Box 7084
Asheville, NC 28802

Claim No: 5
Original Filed Date: 04/03/2023
Original Entered Date: 04/03/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$41085.41

Priority claimed: \$15150.00

History:

[Details](#) ● [5-1](#) 04/03/2023 Claim #5 filed by Jane Ann Dearwester, Amount claimed: \$41085.41 (AUTP)

Description:

Remarks:

Creditor: (41489974)
MDL Group c/o Executive Center LLC
5960 South Jones Boulevard
Las Vegas, NV 89118

Claim No: 6
Original Filed Date: 04/05/2023
Original Entered Date: 04/05/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$614711.64

History:

[Details](#) ● [6-1](#) 04/05/2023 Claim #6 filed by MDL Group c/o Executive Center LLC, Amount claimed: \$614711.64 (NB8)

Description:

Remarks:

Creditor: (41490422)
LHH RS
c/o Steven Rebidas
4800 Deerwood Campus Parkway
BLDG 800
Jacksonville FL 32246

Claim No: 7
Original Filed Date: 04/05/2023
Original Entered Date: 04/05/2023

Status:
Filed by: CR
Entered by: CS
Modified:

Amount claimed: \$10002.69

History:

[Details](#) ● [7-1](#) 04/05/2023 Claim #7 filed by LHH RS, Amount claimed: \$10002.69 (CS)

Description:

Remarks:

Creditor: (41491059)
April Riedy
3949 Clubview Avenue
West Bloomfield Township, MI 48324-3949

Claim No: 8
Original Filed Date: 04/06/2023
Original Entered Date: 04/06/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

[Details](#) ● [8-1](#) 04/06/2023 Claim #8 filed by April Riedy, Amount claimed: \$27059.25 (AUTP)

Description:

Remarks:

Amount claimed: \$27059.25

History:

[Details](#) 8-1 04/06/2023 Claim #8 filed by April Riedy, Amount claimed: \$27059.25 (AUTP)

Description:

Remarks:

Creditor: (41491904)
Marc LeMauviel
326 Macneil Way
Weaverville, NC 28787-326

Claim No: 9
Original Filed Date: 04/07/2023
Original Entered Date: 04/07/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$4095.00

History:

[Details](#) 9-1 04/07/2023 Claim #9 filed by Marc LeMauviel, Amount claimed: \$4095.00 (AUTP)

Description:

Remarks:

Creditor: (41491910)
American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Claim No: 10
Original Filed Date: 04/07/2023
Original Entered Date: 04/07/2023

Status:
Filed by: CR
Entered by: Greg Deegan
Modified:

Amount claimed: \$87198.67

History:

[Details](#) 10-1 04/07/2023 Claim #10 filed by American Express National Bank, Amount claimed: \$87198.67 (Deegan, Greg)

Description:

Remarks:

Creditor: (41493348)
Forth Technology, Inc.
1900 E. Golf Road
Suite 550
Schaumburg, IL 60173-1900

Claim No: 11
Original Filed Date: 04/10/2023
Original Entered Date: 04/10/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$207057.50

History:

[Details](#) 11-1 04/10/2023 Claim #11 filed by Forth Technology, Inc., Amount claimed: \$207057.50 (AUTP)

Description:

Remarks: (11-1) Account Number (last 4 digits):2480

Creditor: (41495901)
Laura Ceva
280 Black Oak Cove Road
Candler, NC 28715

Claim No: 12
Original Filed Date: 04/12/2023
Original Entered Date: 04/12/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$8430.42

Priority claimed: \$8430.42

History:

[Details](#) 12-1 04/12/2023 Claim #12 filed by Laura Ceva, Amount claimed: \$8430.42 (AUTP)

Description:

Remarks:

Creditor: (41498132)
Cory Reade Dows and Shafer
1333 N Buffalo Drive
Suite 210
Las Vegas, NV 89128

Claim No: 13
Original Filed Date: 04/13/2023
Original Entered Date: 04/13/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$67061.67

History:

[Details](#) 13-1 04/13/2023 Claim #13 filed by Cory Reade Dows and Shafer, Amount claimed: \$67061.67 (AUTP)

Description:

Remarks:

Creditor: (41500356)
Jessica Jarboe
PO BOX 4392
KINGMAN AZ 86402
Kingman, AZ 86402

Claim No: 14
Original Filed Date: 04/17/2023
Original Entered Date: 04/17/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$5300.00

History:

[Details](#) 14-1 04/17/2023 Claim #14 filed by Jessica Jarboe, Amount claimed: \$5300.00 (AUTP)

Description:

Remarks:

Creditor: (41501020)
Firas Abunada
18927 Hickory Creek Drive, Suite 115
Mokena, IL 60448

Claim No: 15
Original Filed Date: 04/18/2023
Original Entered Date: 04/18/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$66063.46

Priority claimed: \$15150.00

History:

[Details](#) 15-1 04/18/2023 Claim #15 filed by Firas Abunada, Amount claimed: \$66063.46 (AUTP)

Description:

Remarks:

Creditor: (41502874)
Christine Johnson
7807 171st Place
Tinley Park, IL 60477-7807

Claim No: 16
Original Filed Date: 04/19/2023
Original Entered Date: 04/19/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$2618.11

Priority claimed: \$2618.11

History:

[Details](#) 16-1 04/19/2023 Claim #16 filed by Christine Johnson, Amount claimed: \$2618.11 (AUTP)

Description:

Remarks:

Creditor: (41469184)
Outsource Accelerator Ltd
City Marquee Limited, Unit 8801-2

Claim No: 17
Original Filed Date: 04/19/2023

Status:
Filed by: CR

History:

[Details](#) 17-1 04/19/2023 Claim #17 filed by Outsource Accelerator Ltd, Amount claimed: \$306237.78 (Shankman, Paul)

Description:

Remarks:

Amount claimed: \$306237.78

History:

[Details](#) ● [17-1](#) 04/19/2023 Claim #17 filed by Outsource Accelerator Ltd, Amount claimed: \$306237.78 (Shankman, Paul)

Description:

Remarks:

Creditor: (41510860)
JACLYN GOMEZ
109 Tottenham Lane
Elk Grove Village, IL 60007

Claim No: 18
Original Filed Date: 04/20/2023
Original Entered Date: 04/20/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$2793.79
Priority claimed: \$2793.79

History:

[Details](#) ● [18-1](#) 04/20/2023 Claim #18 filed by JACLYN GOMEZ, Amount claimed: \$2793.79 (AUTP)

Description:

Remarks:

Creditor: (41511114)
Brittany Weston, Esq.
3070 Bristol Pike, Suite 1-115
Bensalem, PA 19020

Claim No: 19
Original Filed Date: 04/20/2023
Original Entered Date: 04/20/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$1650.00
Priority claimed: \$1650.00

History:

[Details](#) ● [19-1](#) 04/20/2023 Claim #19 filed by Brittany Weston, Esq., Amount claimed: \$1650.00 (AUTP)

Description:

Remarks:

Creditor: (41512303)
Jordan Michael Kurth
205 Walnut Drive
Eighty Four, PA 15330

Claim No: 20
Original Filed Date: 04/21/2023
Original Entered Date: 04/21/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$17370.53
Priority claimed: \$10645.29

History:

[Details](#) ● [20-1](#) 04/21/2023 Claim #20 filed by Jordan Michael Kurth, Amount claimed: \$17370.53 (AUTP)

Description:

Remarks:

Creditor: (41514180)
Arkansas Department of Finance and
Administration
Revenue Legal Counsel

Claim No: 21
Original Filed Date: 04/24/2023
Original Entered Date: 04/24/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

[Details](#) ● [21-1](#) 04/24/2023 Claim #21 filed by Arkansas Department of Finance and Administration, Amount claimed: \$6357.40 (AUTP)

Description:

Remarks: (21-1) Account Number (last 4 digits):5343

P.O. Box 1272, Rm. 2380
Little Rock, AR 72203-1272

Amount claimed: \$6357.40
Priority claimed: \$4222.77

History:

[Details](#) ● [21-1](#) 04/24/2023 Claim #21 filed by Arkansas Department of Finance and Administration, Amount claimed: \$6357.40 (AUTP)

Description:

Remarks: (21-1) Account Number (last 4 digits):5343

Creditor: (41518261)
Mississippi Department of Revenue
ATTN: Bankruptcy Section
P. O. Box 22808
Jackson, MS 39225-2808

Claim No: 22
Original Filed Date: 04/27/2023
Original Entered Date: 04/27/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$2698.00
Priority claimed: \$2698.00

History:

[Details](#) ● [22-1](#) 04/27/2023 Claim #22 filed by Mississippi Department of Revenue, Amount claimed: \$2698.00 (AUTP)

Description:

Remarks: (22-1) Account Number (last 4 digits):5343

Creditor: (41518411)
Unified Global Research Group
1660 HOTEL CIR N STE S620
SAN DIEGO, CA 92108

Claim No: 23
Original Filed Date: 04/27/2023
Original Entered Date: 04/27/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$6155125.60
Priority claimed: \$1490251.84

History:

[Details](#) ● [23-1](#) 04/27/2023 Claim #23 filed by Unified Global Research Group, Amount claimed: \$6155125.60 (AUTP)

Description:

Remarks:

Creditor: (41520952)
Ashley Glockner
369 W bay street
Unit D
Costa Mesa, CA 92627

Claim No: 24
Original Filed Date: 04/28/2023
Original Entered Date: 04/28/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$10736.40

History:

[Details](#) ● [24-1](#) 04/28/2023 Claim #24 filed by Ashley Glockner, Amount claimed: \$10736.40 (AUTP)

Description:

Remarks:

Creditor: (41524158)
The Bankruptcy Estate of
Steven Robert Verzal
1251 North Eddy Street

Claim No: 25
Original Filed Date: 05/01/2023
Original Entered Date: 05/01/2023

Status:
Filed by: CR
Entered by: CS
Modified:

History:

[Details](#) ● [25-1](#) 05/01/2023 Claim #25 filed by The Bankruptcy Estate of, Amount claimed: \$2350.00 (CS)

Description:

Remarks:

Amount claimed: \$2350.00

History:

[Details](#) ● [25-1](#) 05/01/2023 Claim #25 filed by The Bankruptcy Estate of, Amount claimed: \$2350.00 (CS)

Description:

Remarks:

Creditor: (41469195)
Utah State Tax Commission
210 N 1950 W
Salt Lake City, UT 84134

Claim No: 26
Original Filed Date: 05/03/2023
Original Entered Date: 05/03/2023
Last Amendment Filed: 11/24/2023
Last Amendment Entered: 11/24/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 11/24/2023

Amount claimed: \$13190.53

Priority claimed: \$2055.69

History:

[Details](#) ● [26-1](#) 05/03/2023 Claim #26 filed by Utah State Tax Commission, Amount claimed: \$2334.90 (AUTP)

[Details](#) ● [26-2](#) 11/24/2023 Amended Claim #26 filed by Utah State Tax Commission, Amount claimed: \$13190.53 (AUTP)

Description:

Remarks: (26-1) Account Number (last 4 digits):5343

(26-2) Account Number (last 4 digits):5343

Creditor: (41527185)
Paola Gomez
19542 Pompano Ln
103
Huntington Beach, CA 92648

Claim No: 27
Original Filed Date: 05/04/2023
Original Entered Date: 05/04/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$9078.48

History:

[Details](#) ● [27-1](#) 05/04/2023 Claim #27 filed by Paola Gomez, Amount claimed: \$9078.48 (AUTP)

Description:

Remarks:

Creditor: (41528397)
Miguel A Zuanabar Jr
812 Sumner Street
Addison, IL 60101

Claim No: 28
Original Filed Date: 05/05/2023
Original Entered Date: 05/05/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$16870.53

History:

[Details](#) ● [28-1](#) 05/05/2023 Claim #28 filed by Miguel A Zuanabar Jr, Amount claimed: \$16870.53 (AUTP)

Description:

Remarks: (28-1) Filer Comment: Need this money back asap

Creditor: (41469151)
Exela Enterprise Solutions
2701 E. Grauwlyer Road
Irving, TX 75061

Claim No: 29
Original Filed Date: 05/08/2023
Original Entered Date: 05/08/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

[Details](#) ● [29-1](#) 05/08/2023 Claim #29 filed by Exela Enterprise Solutions, Amount claimed: \$157314.57 (AUTP)

Description:

Remarks:

Amount claimed: \$157314.57

History:

[Details](#) ● [29-1](#) 05/08/2023 Claim #29 filed by Exela Enterprise Solutions, Amount claimed: \$157314.57 (AUTP)

Description:

Remarks:

Creditor: (41529504)
Heba Qandeel-Kishta
7625 Brookside Glen Drive
Tinley Park, IL 60487

Claim No: 30
Original Filed Date: 05/08/2023
Original Entered Date: 05/08/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$7771.86

Priority claimed: \$7771.86

History:

[Details](#) ● [30-1](#) 05/08/2023 Claim #30 filed by Heba Qandeel-Kishta, Amount claimed: \$7771.86 (AUTP)

Description:

Remarks:

Creditor: (41469143)
Debra Price
c/o Robert Cocco
1500 Walnut St, Ste 900
Philadelphia, PA 19102

Claim No: 31
Original Filed Date: 05/09/2023
Original Entered Date: 05/09/2023

Status:
Filed by: CR
Entered by: Matthew E Faler
Modified:

Amount claimed: \$50000.00

History:

[Details](#) ● [31-1](#) 05/09/2023 Claim #31 filed by Debra Price, Amount claimed: \$50000.00 (Faler, Matthew)

Description:

Remarks:

Creditor: (41469152)
First Legal Network, LLC
PO Box 743451
Los Angeles, CA 90074

Claim No: 32
Original Filed Date: 05/10/2023
Original Entered Date: 05/10/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$36792.63

History:

[Details](#) ● [32-1](#) 05/10/2023 Claim #32 filed by First Legal Network, LLC, Amount claimed: \$36792.63 (AUTP)

Description:

Remarks: (32-1) Account Number (last 4 digits):8398

Creditor: (41532403)
California Dept. of Tax and Fee
Administration
Collections Support Bureau, MIC: 55
PO Box 942879
Sacramento, CA 942879-0055

Claim No: 33
Original Filed Date: 05/10/2023
Original Entered Date: 05/10/2023
Last Amendment Filed: 07/05/2023
Last Amendment Entered: 07/05/2023

Status:
Filed by: CR
Entered by: Marcelina Cortez
Modified:

Amount claimed: \$2600.48

History:

[Details](#) ● [33-1](#) 05/10/2023 Claim #33 filed by California Dept. of Tax and Fee Administration, Amount claimed: \$2600.48 (Cortez, Marcelina)

[Details](#) ● [33-2](#) 07/05/2023 Amended Claim #33 filed by California Dept. of Tax and Fee Administration, Amount claimed: \$2600.48 (Cortez, Marcelina)

Description:

Remarks:

History:

- [Details](#) ● [33-1](#) 05/10/2023 Claim #33 filed by California Dept. of Tax and Fee Administration, Amount claimed: \$2600.48 (Cortez, Marcelina)
- [Details](#) ● [33-2](#) 07/05/2023 Amended Claim #33 filed by California Dept. of Tax and Fee Administration, Amount claimed: \$2600.48 (Cortez, Marcelina)

Description:

Remarks:

Creditor: (41533010)
Angela Denise Blair
8711 HAYSHED LN
APT 24
COLUMBIA, MD 21045-2849

Amount claimed: \$1387.72

Claim No: 34
Original Filed Date: 05/11/2023
Original Entered Date: 05/11/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

- [Details](#) ● [34-1](#) 05/11/2023 Claim #34 filed by Angela Denise Blair, Amount claimed: \$1387.72 (AUTP)

Description:

Remarks: (34-1) Account Number (last 4 digits):1247

Creditor: (41533045)
Kari B. Coniglio, Chapter 7 Trustee
200 Public Square, Suite 1400
Cleveland, OH 44114

No amounts claimed

Claim No: 35
Original Filed Date: 05/11/2023
Original Entered Date: 05/11/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

- [Details](#) ● [35-1](#) 05/11/2023 Claim #35 filed by Kari B. Coniglio, Chapter 7 Trustee, Amount claimed: (AUTP)

Description:

Remarks:

Creditor: (41537100)
Salvatore Porcaro
72 Dorset Drive
Clark, NJ 07066

Amount claimed: \$6115.96

Claim No: 36
Original Filed Date: 05/15/2023
Original Entered Date: 05/15/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:

- [Details](#) ● [36-1](#) 05/15/2023 Claim #36 filed by Salvatore Porcaro, Amount claimed: \$6115.96 (AUTP)

Description:

Remarks:

Creditor: (41540320) [History](#)
John Ray Soriano
37650 W San Capistrano Ave
Maricopa, AZ 85138

Amount claimed: \$7000.00

Claim No: 37
Original Filed Date: 05/18/2023
Original Entered Date: 05/18/2023

Status:
Filed by: CR
Entered by: AM
Modified:

History:

- [Details](#) ● [37-1](#) 05/18/2023 Claim #37 filed by John Ray Soriano, Amount claimed: \$7000.00 (AM)

Description: (37-1) Services

Remarks:

Creditor: (41541255)
Melissa L. and Shiva L. Sooknanan
1584 Apache Way
Clarksville, TN 37042-8178


Claim No: 38
Original Filed Date: 05/18/2023
Original Entered Date: 05/18/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$9163.22

Priority claimed: \$9163.22

History:

[Details](#)  [38-1](#) 05/18/2023 Claim #38 filed by Melissa L. and Shiva L. Sooknanan, Amount claimed: \$9163.22 (NB8)

Description:

Remarks:

Creditor: (41541255)
Melissa L. and Shiva L. Sooknanan
1584 Apache Way
Clarksville, TN 37042-8178


Claim No: 39
Original Filed Date: 05/18/2023
Original Entered Date: 05/18/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$9163.22

Priority claimed: \$9163.22

History:

[Details](#)  [39-1](#) 05/18/2023 Claim #39 filed by Melissa L. and Shiva L. Sooknanan, Amount claimed: \$9163.22 (NB8)

Description:

Remarks:

Creditor: (41543863)
Arven Allen Knight
1805 23rd St SE Apt 252B
Washington DC 20020

Claim No: 40
Original Filed Date: 05/22/2023
Original Entered Date: 05/22/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$5500.00

Priority claimed: \$5500.00

History:

[Details](#)  [40-1](#) 05/22/2023 Claim #40 filed by Arven Allen Knight, Amount claimed: \$5500.00 (VN)

Description: (40-1) #4165; FEIN 83-38853443

Remarks: (40-1) LPG Was to help me settle debt and did not satisfy the aggreement.

Creditor: (41543897)
John Charles Porter
308 South Ramsey St
Manchester TN 37355

Claim No: 41
Original Filed Date: 05/22/2023
Original Entered Date: 05/22/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$7443.00

History:

[Details](#)  [41-1](#) 05/22/2023 Claim #41 filed by John Charles Porter, Amount claimed: \$7443.00 (VN)


Description: (41-1) Money owned per contract paid off a 24K Loan LPG was trying to invalidate

Remarks:

Creditor: (41545267)
Steve Malu
2582 Se 18th Ave
Gainesville FL 32641

Claim No: 42
Original Filed Date: 05/23/2023
Original Entered Date: 05/23/2023

Status:
Filed by: CR
Entered by: VN
Modified:

History:
[Details](#)  [42-1](#) 05/23/2023 Claim #42 filed by Steve Malu, Amount claimed: \$2182.67 (VN)

Description: (42-1) See Attached documents

Remarks:

Amount claimed: \$2182.67

History:

[Details](#) 42-1 05/23/2023 Claim #42 filed by Steve Malu, Amount claimed: \$2182.67 (VN)

Description: (42-1) See Attached documents

Remarks:

Creditor: (41545780)
Denise Burtchell
185 Old Canterbury Tpke
Norwich, CT 06360-185

Claim No: 43
Original Filed Date: 05/23/2023
Original Entered Date: 05/23/2023
Last Amendment Filed: 09/11/2023
Last Amendment Entered: 09/11/2023

Status:
Filed by: CR
Entered by: JL
Modified:

Amount claimed: \$11672.29

History:

[Details](#) 43-1 05/23/2023 Claim #43 filed by Denise Burtchell, Amount claimed: \$11672.29 (AUTP)

[Details](#) 43-2 09/11/2023 Amended Claim #43 filed by Denise Burtchell, Amount claimed: \$11672.29 (JL)

Description:

Remarks: (43-1) Account Number (last 4 digits):3767

(43-2) Account Number (last 4 digits):3767

Creditor: (41547374)
OHP-CDR, LP
c/o Quinn Emanuel Urquhart & Sullivan LL
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017

Claim No: 44
Original Filed Date: 05/24/2023
Original Entered Date: 05/24/2023

Status:
Filed by: CR
Entered by: Razmig Izakelian
Modified:

Amount claimed: \$16938954.00

History:

[Details](#) 44-1 05/24/2023 Claim #44 filed by OHP-CDR, LP, Amount claimed: \$16938954.00 (Izakelian, Razmig)

Description:

Remarks:

Creditor: (41547961)
Thomas Ray
2312 Platinum Dr
Sun City Center, FL 33573

Claim No: 45
Original Filed Date: 05/25/2023
Original Entered Date: 05/25/2023
Last Amendment Filed: 07/13/2023
Last Amendment Entered: 07/13/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 07/13/2023

Amount claimed: \$26044.00

History:

[Details](#) 45-1 05/25/2023 Claim #45 filed by Thomas Ray, Amount claimed: \$18384.00 (AM)

[Details](#) 45-2 07/12/2023 Amended Claim #45 filed by Thomas Ray, Amount claimed: \$26044.00 (VN)

[Details](#) 45-3 07/13/2023 Amended Claim #45 filed by Thomas Ray, Amount claimed: \$26044.00 (AUTP)

Description: (45-2) In 1st claim I indicated an amount of \$18000. That was in error as I paid 766/mo for 34 mos, not 22

Remarks: (45-1) Did Not Follow Thru With Debt Resolution Program

(45-2) Did Not Follow Thru With Debt Resolution Program

Creditor: (41548080)
Peter Schneider

Claim No: 46
Original Filed Date: 05/25/2023
Original Entered Date: 05/25/2023

Status:
Filed by: CR

History:

[Details](#) 46-1 05/25/2023 Claim #46 filed by Peter Schneider, Amount claimed: \$3145.09 (AUTP)

[Details](#) 46-2 11/18/2023 Amended Claim #46 filed by Peter Schneider, Amount claimed: \$701397.86 (AUTP)

Description:

Remarks:

Amount claimed: \$701397.86
Priority claimed: \$70397.86

History:

- [Details](#) ● [46-1](#) 05/25/2023 Claim #46 filed by Peter Schneider, Amount claimed: \$3145.09 (AUTP)
[Details](#) ● [46-2](#) 11/18/2023 Amended Claim #46 filed by Peter Schneider, Amount claimed: \$701397.86 (AUTP)

Description:

Remarks:

Creditor: (41548223)
Alexandra H Lutfi
11020 Alta Mesa Road
Victorville Ca 92392

Claim No: 47
Original Filed Date: 05/25/2023
Original Entered Date: 05/25/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$5219.64

History:

- [Details](#) ● [47-1](#) 05/25/2023 Claim #47 filed by Alexandra H Lutfi, Amount claimed: \$5219.64 (VN)

Description: (47-1) Legal Debt Services performed

Remarks: (47-1) acct #BATLLC-591-325-051

Creditor: (41548572)
Blanche whealdon
1317 harvard avenue
Natrona heights, PA 15065

Claim No: 48
Original Filed Date: 05/25/2023
Original Entered Date: 05/25/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$6351.75

History:

- [Details](#) ● [48-1](#) 05/25/2023 Claim #48 filed by Blanche whealdon, Amount claimed: \$6351.75 (AUTP)

Description:

Remarks: (48-1) Account Number (last 4 digits):0644 Filer Comment: Im not sure

Creditor: (41550648) [History](#)
Ronald W. Moore
101 Aberdeen Chase Dr., Apt. D
Easley, SC 29640

Claim No: 49
Original Filed Date: 05/27/2023
Original Entered Date: 05/27/2023
Last Amendment Filed: 06/03/2023
Last Amendment Entered: 06/03/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 06/03/2023

Amount claimed: \$2907.50
Priority claimed: \$2907.50

History:

- [Details](#) ● [49-1](#) 05/27/2023 Claim #49 filed by Ronald W. Moore, Amount claimed: \$2882.50 (AUTP)
[Details](#) ● [49-2](#) 06/03/2023 Amended Claim #49 filed by Ronald W. Moore, Amount claimed: \$2907.50 (AUTP)

Description:

Remarks: (49-1) Account Number (last 4 digits):7540
(49-2) Account Number (last 4 digits):7540

Creditor: (41551109)
Abigail Beaudin
64 Thompson Street, APT 16
New York, NY 10012-64

Claim No: 50
Original Filed Date: 05/30/2023
Original Entered Date: 05/30/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

History:
[Details](#) ● [50-1](#) 05/30/2023 Claim #50 filed by Abigail Beaudin, Amount claimed: \$19017.60 (AUTP)

Description:

Remarks: (50-1) Account Number (last 4 digits):6262

Amount claimed: \$19017.60

History:

[Details](#) 50-1 05/30/2023 Claim #50 filed by Abigail Beaudin, Amount claimed: \$19017.60 (AUTP)

Description:

Remarks: (50-1) Account Number (last 4 digits):6262

Creditor: (41551395)
Hunter Hastings
26847 Ellis Mill Rd
Seaford, DE 19973

Claim No: 51
Original Filed Date: 05/30/2023
Original Entered Date: 05/30/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$10021.56

History:

[Details](#) 51-1 05/30/2023 Claim #51 filed by Hunter Hastings, Amount claimed: \$10021.56 (AUTP)

Description:

Remarks:

Creditor: (41551468)
Gerardo Guzman
5515 S. Emporia
Wichita, KS 67216

Claim No: 52
Original Filed Date: 05/30/2023
Original Entered Date: 05/30/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$7112.48

History:

[Details](#) 52-1 05/30/2023 Claim #52 filed by Gerardo Guzman, Amount claimed: \$7112.48 (NB8)

Description:

Remarks:

Creditor: (41552134)
Debra M Archambault
5 Carlann Lane
Valley Cottage, NY 10989

Claim No: 53
Original Filed Date: 05/30/2023
Original Entered Date: 05/30/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$10295.00

History:

[Details](#) 53-1 05/30/2023 Claim #53 filed by Debra M Archambault, Amount claimed: \$10295.00 (AUTP)

Description:

Remarks:

Creditor: (41552958)
Joan P Schott
9303 Lands Point
San Antonio TX 78250

Claim No: 54
Original Filed Date: 05/31/2023
Original Entered Date: 05/31/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$2909.90

History:

[Details](#) 54-1 05/31/2023 Claim #54 filed by Joan P Schott, Amount claimed: \$2909.90 (VN)

Description: (54-1) Fraudulent debt resolution services

Remarks:

Creditor: (41553054)
Alice Stanton
160 Brookdale Ln
Indiana PA 15701

Claim No: 55
Original Filed Date: 05/31/2023
Original Entered Date: 05/31/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$6600.00

History:

[Details](#) ● [55-1](#) 05/31/2023 Claim #55 filed by Alice Stanton, Amount claimed: \$6600.00 (VN)

Description: (55-1) Refund monies for service not completed.

Remarks:

Creditor: (41553425)
Kelly Dooley
12591 Bryant St
Broomfield CO 80020

Claim No: 56
Original Filed Date: 05/31/2023
Original Entered Date: 05/31/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$5907.74

History:

[Details](#) ● [56-1](#) 05/31/2023 Claim #56 filed by Kelly Dooley, Amount claimed: \$5907.74 (VN)

Description: (56-1) Services not rendered

Remarks:

Creditor: (41548572)
Blanche whealdon
1317 harvard avenue
Natrona heights, PA 15065

Claim No: 57
Original Filed Date: 05/31/2023
Original Entered Date: 05/31/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$6351.75

History:

[Details](#) ● [57-1](#) 05/31/2023 Claim #57 filed by Blanche whealdon, Amount claimed: \$6351.75 (AOTP)

Description:

Remarks: (57-1) Account Number (last 4 digits):3208

Creditor: (41469167)
Kathleen Lacey
c/o David Chami, Esq.
Price Law Group
8245 N. 85th Way
Scottsdale, AZ 85258

Claim No: 58
Original Filed Date: 06/02/2023
Original Entered Date: 06/02/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$50000.00

History:

[Details](#) ● [58-1](#) 06/02/2023 Claim #58 filed by Kathleen Lacey, Amount claimed: \$50000.00 (AOTP)

Description:

Remarks:

Creditor: (41559110)
Jason Stopnitzky
Law Offices of Leslie E. Chayo
9454 Wilshire Blvd.,
Penthouse
Beverly Hills, CA 90212

Claim No: 59
Original Filed Date: 06/05/2023
Original Entered Date: 06/05/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

History:

[Details](#) ● [59-1](#) 06/05/2023 Claim #59 filed by Jason Stopnitzky, Amount claimed: \$600000.00 (AOTP)

Description:

Remarks:

Amount claimed: \$600000.00

History:

[Details](#) 59-1 06/05/2023 Claim #59 filed by Jason Stopnitzky, Amount claimed: \$600000.00 (AUTP)

Description:

Remarks:

Creditor: (41559430)
Cindy Newman
19962 Nipona ct
Riverside CA 92508

Claim No: 60
Original Filed Date: 06/05/2023
Original Entered Date: 06/05/2023

Status:
Filed by: CR
Entered by: AM
Modified:

Amount claimed: \$8241.44

History:

[Details](#) 60-1 06/05/2023 Claim #60 filed by Cindy Newman, Amount claimed: \$8241.44 (AM)

Description:

Remarks: (60-1) Said services preformed but just took my money.

Creditor: (41560954)
ACB Holdings, LP
c/o Old Hickory Partners
303 Colorado Street, Suite 2550
Austin, TX 78701

Claim No: 61
Original Filed Date: 06/06/2023
Original Entered Date: 06/06/2023

Status:
Filed by: CR
Entered by: Razmig Izakelian
Modified:

Amount claimed: \$15000.00
Secured claimed: \$0.00
Priority claimed: \$0.00

History:

[Details](#) 61-1 06/06/2023 Claim #61 filed by ACB Holdings, LP, Amount claimed: \$15000.00 (Izakelian, Razmig)

Description: (61-1) See attachment

Remarks:

Creditor: (41561210)
Lisa Gore
2734 W. 18th Avenue, Apt. 1F
Chicago, IL 60608

Claim No: 62
Original Filed Date: 06/06/2023
Original Entered Date: 06/06/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

No amounts claimed

History:

[Details](#) 62-1 06/06/2023 Claim #62 filed by Lisa Gore, Amount claimed: (NB8)

Description:

Remarks: (62-1) no amount stated

Creditor: (41561238)
Michael and Sarah Pierce
122 Southshore Drive
Jackson, TN 38305

Claim No: 63
Original Filed Date: 06/06/2023
Original Entered Date: 06/06/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$27570.35

History:

[Details](#) 63-1 06/06/2023 Claim #63 filed by Michael and Sarah Pierce, Amount claimed: \$27570.35 (NB8)

Description:

Remarks:

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Creditor: (41561968)
Blue Cross of California d/b/a Anthem
Blue Cross
c/o Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103

Claim No: 64
Original Filed Date: 06/07/2023
Original Entered Date: 06/07/2023
Last Amendment Filed: 10/06/2023
Last Amendment Entered: 10/06/2023

Status:
Filed by: CR
Entered by: Eric S Goldstein
Modified:

Amount claimed: \$201869.92

Priority claimed: \$201869.92

History:

[Details](#) ● [64-1](#) 06/07/2023 Claim #64 filed by Blue Cross of California d/b/a Anthem Blue Cross, Amount claimed: \$164443.32 (Goldstein, Eric)

[Details](#) ● [64-2](#) 10/06/2023 Amended Claim #64 filed by Blue Cross of California d/b/a Anthem Blue Cross, Amount claimed: \$201869.92 (Goldstein, Eric)

Description:**Remarks:**

Creditor: (41562928)
Donald and Sharon Seal
338 N Adams St
Plentywood, MT 59254

Claim No: 65
Original Filed Date: 06/08/2023
Original Entered Date: 06/08/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$10500.00

History:

[Details](#) ● [65-1](#) 06/08/2023 Claim #65 filed by Donald and Sharon Seal, Amount claimed: \$10500.00 (AUTP)

Description:**Remarks:**

Creditor: (41563771)
Employment Development Department
Bankruptcy Group MIC 92E, PO BOX
826880
Sacramento, CA 95814

Claim No: 66
Original Filed Date: 06/09/2023
Original Entered Date: 06/09/2023

Status:
Filed by: CR
Entered by: Amelia Puertas-Samara
Modified:

Amount claimed: \$16176.56

Priority claimed: \$0.00

History:

[Details](#) ● [66-1](#) 06/09/2023 Claim #66 filed by Employment Development Department, Amount claimed: \$16176.56 (Puertas-Samara, Amelia)

Description: (66-1) Claim Filed

Remarks: (66-1) Remarks Added

Creditor: (41563600)
Nataoka Palmer
217 NW Riverfront Street
Bend, OR 97703

Claim No: 67
Original Filed Date: 06/08/2023
Original Entered Date: 06/09/2023

Status:
Filed by: CR
Entered by: SD8
Modified:

Amount claimed: \$10805.12

History:

[Details](#) ● [67-1](#) 06/08/2023 Claim #67 filed by Nataoka Palmer, Amount claimed: \$10805.12 (SD8)

Description: (67-1) Was Promised Full Refund From Contract Date Jan 7, 2020

Remarks:

Creditor: (41564828)
Bonita Marie Scott
2132 Ohio Ave
Columbus, IN 47201

Claim No: 68
Original Filed Date: 06/09/2023
Original Entered Date: 06/09/2023

Status:
Filed by: CR
Entered by: SD8
Modified:

Amount claimed: \$3827.00
Priority claimed: \$3827.00

History:

[Details](#) ● [68-1](#) 06/09/2023 Claim #68 filed by Bonita Marie Scott, Amount claimed: \$3827.00 (SD8)

Description: (68-1) Services performed (debt relief)

Remarks:

Creditor: (41565838)
Phillip A. Greenblatt, PLLC
P.O. Box 4270
Suite 200
Southfield, MI 48037

Claim No: 69
Original Filed Date: 06/12/2023
Original Entered Date: 06/12/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$276622.65

History:

[Details](#) ● [69-1](#) 06/12/2023 Claim #69 filed by Phillip A. Greenblatt, PLLC, Amount claimed: \$276622.65 (AUTP)

Description:

Remarks:

Creditor: (41566371)
Rebecca S. Coulter
358 Cass Pl
Canton, IL 61520

Claim No: 70
Original Filed Date: 06/12/2023
Original Entered Date: 06/12/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$6262.00

History:

[Details](#) ● [70-1](#) 06/12/2023 Claim #70 filed by Rebecca S. Coulter, Amount claimed: \$6262.00 (NB8)

Description:

Remarks:

Creditor: (41570205)
Jennifer Ann McLaughlin
2145 Country Knoll Ct
Elgin, IL 60123-2145

Claim No: 71
Original Filed Date: 06/15/2023
Original Entered Date: 06/15/2023
Last Amendment Filed: 07/10/2023
Last Amendment Entered: 07/10/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 07/10/2023

Amount claimed: \$18914.77
Priority claimed: \$18914.77

History:

[Details](#) ● [71-1](#) 06/15/2023 Claim #71 filed by Jennifer Ann McLaughlin, Amount claimed: \$14299.39 (AUTP)
[Details](#) ● [71-2](#) 07/10/2023 Amended Claim #71 filed by Jennifer Ann McLaughlin, Amount claimed: \$18914.77 (AUTP)

Description:

Remarks:

Creditor: (41570812)
WA State Department of Labor and

Claim No: 72
Original Filed Date: 06/15/2023

Status:
Filed by: CR

History:

[Details](#) ● [72-1](#) 06/15/2023 Claim #72 filed by WA State Department of Labor and Industries, Amount claimed: \$365.07 (AUTP)

Description:

Remarks:

Original Entered Date: 06/15/2023 Entered by: AUTP
Modified:

Industries
Bankruptcy unit
PO Box 44171
Olympia, WA 98504

Amount claimed: \$365.07

Priority claimed: \$346.16

History:

[Details](#) ● [72-1](#) 06/15/2023 Claim #72 filed by WA State Department of Labor and Industries, Amount claimed: \$365.07 (AUTP)

Description:**Remarks:**

Creditor: (41572055)
Ivy Burden-Pope
291 Altamonte Bay Club Circle
Apt 207
Altamonte Springs, FL 32701

Claim No: 73

Original Filed Date: 06/16/2023

Original Entered Date: 06/16/2023

Status:

Filed by: CR

Entered by: AUTP

Modified:

Amount claimed: \$16267.44

History:

[Details](#) ● [73-1](#) 06/16/2023 Claim #73 filed by Ivy Burden-Pope, Amount claimed: \$16267.44 (AUTP)

Description:**Remarks:**

Creditor: (41574912)
The Placide Group Co
624 Brookwood Lane
Maitland, FL 32751

Claim No: 74

Original Filed Date: 06/20/2023

Original Entered Date: 06/20/2023

Status:

Filed by: CR

Entered by: AUTP

Modified:

Amount claimed: \$2000000.00

History:

[Details](#) ● [74-1](#) 06/20/2023 Claim #74 filed by The Placide Group Co, Amount claimed: \$2000000.00 (AUTP)

Description:**Remarks:**

Creditor: (41576186)
Phuong Trinh
2128 W Cherry Dr
Orange, CA 92868

Claim No: 75

Original Filed Date: 06/20/2023

Original Entered Date: 06/20/2023

Last Amendment Filed: 11/14/2023

Last Amendment Entered: 11/14/2023

Status:

Filed by: CR

Entered by: AUTP

Modified: 11/14/2023

Amount claimed: \$14423.08

Priority claimed: \$14423.08

History:

[Details](#) ● [75-1](#) 06/20/2023 Claim #75 filed by Phuong Trinh, Amount claimed: \$74590.71 (AUTP)

[Details](#) ● [75-2](#) 11/14/2023 Amended Claim #75 filed by Phuong Trinh, Amount claimed: \$14423.08 (AUTP)

Description:**Remarks:**

Creditor: (41576187)
Thanhhang Nguyen

Claim No: 76

Original Filed Date: 06/20/2023

Status:

Filed by: CR

History:

[Details](#) ● [76-1](#) 06/20/2023 Claim #76 filed by Thanhhang Nguyen, Amount claimed: \$14725.53 (AUTP)

Description:**Remarks:**

2128 W Cherry Dr
Orange, CA 92868

Amount claimed: \$14725.53
Priority claimed: \$14725.53

History:

[Details](#) 76-1 06/20/2023 Claim #76 filed by Thanhhang Nguyen, Amount claimed: \$14725.53 (AUTP)

Description:

Remarks:

Creditor: (41576188)
Sherri Chen
3164 East Hazelwood
Unit A
Orange, CA 92869

Claim No: 77
Original Filed Date: 06/20/2023
Original Entered Date: 06/20/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$12083.10
Priority claimed: \$12083.10

History:

[Details](#) 77-1 06/20/2023 Claim #77 filed by Sherri Chen, Amount claimed: \$12083.10 (AUTP)

Description:

Remarks:

Creditor: (41576189)
Justin Nguyen
3164 East Hazelwood, Unit A
Orange, CA 92869

Claim No: 78
Original Filed Date: 06/20/2023
Original Entered Date: 06/20/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$23994.20
Priority claimed: \$15150.00

History:

[Details](#) 78-1 06/20/2023 Claim #78 filed by Justin Nguyen, Amount claimed: \$23994.20 (AUTP)

Description:

Remarks:

Creditor: (41576199)
Han Trinh
2128 W Cherry Dr
Orange, CA 92868

Claim No: 79
Original Filed Date: 06/20/2023
Original Entered Date: 06/20/2023
Last Amendment Filed: 11/14/2023
Last Amendment Entered: 11/14/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 11/14/2023

Amount claimed: \$24310.43
Priority claimed: \$24310.43

History:

[Details](#) 79-1 06/20/2023 Claim #79 filed by Han Trinh, Amount claimed: \$93700.24 (AUTP)
[Details](#) 79-2 11/14/2023 Amended Claim #79 filed by Han Trinh, Amount claimed: \$24310.43 (AUTP)

Description:

Remarks:

Creditor: (41576475)
Heidi Hirsch

Claim No: 80
Original Filed Date: 06/21/2023

Status:
Filed by: CR

History:

[Details](#) 80-1 06/21/2023 Claim #80 filed by Heidi Hirsch, Amount claimed: \$10448.87 (AUTP)

Description:

Remarks:

726 N Beachwood Dr
Burbank, CA 91506-726

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Original Entered Date: 06/21/2023 Entered by: AOTP
Modified:

Amount claimed: \$10448.87

History:

[Details](#) ● [80-1](#) 06/21/2023 Claim #80 filed by Heidi Hirsch, Amount claimed: \$10448.87 (AOTP)

Description:

Remarks:

Creditor: (41576476)
Helen C Banks
9338 S Emerald Ave
Chicago, IL 60620

Claim No: 81
Original Filed Date: 06/21/2023
Original Entered Date: 06/21/2023

Status:
Filed by: CR
Entered by: SD8
Modified:

Amount claimed: \$6760.00

History:

[Details](#) ● [81-1](#) 06/21/2023 Claim #81 filed by Helen C Banks, Amount claimed: \$6760.00 (SD8)

Description: (81-1) Paid \$482.86 for 14 months, Received no service

Remarks:

Creditor: (41469136)
Carolyn Beech
c/o Daniel Edelman, Esq.
20 South Clark St., Ste1500
Chicago, IL 60603

Claim No: 82
Original Filed Date: 06/21/2023
Original Entered Date: 06/21/2023

Status:
Filed by: CR
Entered by: Christopher J Langley
Modified:

Amount claimed: \$1.00

History:

[Details](#) ● [82-1](#) 06/21/2023 Claim #82 filed by Carolyn Beech, Amount claimed: \$1.00 (Langley, Christopher)

Description: (82-1) Unliquidated claim of Carolyn Beech on behalf of herself and a class

Remarks: (82-1) Money illegally obtained. Claim to be amended once liquidated

Creditor: (41577672)
Carl Oswald Wuestehube
33832 Diana Drive
Dana Point, CA 92629

Claim No: 83
Original Filed Date: 06/22/2023
Original Entered Date: 06/22/2023
Last Amendment Filed: 06/30/2023
Last Amendment Entered: 06/30/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$24000.00

Priority claimed: \$24000.00

History:

[Details](#) ● [83-1](#) 06/22/2023 Claim #83 filed by Carl Oswald Wuestehube, Amount claimed: \$24000.00 (NB8)

[Details](#) ● [83-2](#) 06/30/2023 Amended Claim #83 filed by Carl Oswald Wuestehube, Amount claimed: \$24000.00 (NB8)

Description:

Remarks:

Creditor: (41577672)
Carl Oswald Wuestehube
33832 Diana Drive
Dana Point, CA 92629

Claim No: 84
Original Filed Date: 06/22/2023
Original Entered Date: 06/22/2023
Last Amendment Filed: 06/30/2023
Last Amendment Entered: 06/30/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

History:

[Details](#) ● [84-1](#) 06/22/2023 Claim #84 filed by Carl Oswald Wuestehube, Amount claimed: \$8000.00 (NB8)

[Details](#) ● [84-2](#) 06/30/2023 Amended Claim #84 filed by Carl Oswald Wuestehube, Amount claimed: \$8000.00 (NB8)

Description:

Remarks:

Amount claimed: \$8000.00

Priority claimed: \$8000.00

History:

- [Details](#) ● [84-1](#) 06/22/2023 Claim #84 filed by Carl Oswald Wuestehube, Amount claimed: \$8000.00 (NB8)
[Details](#) ● [84-2](#) 06/30/2023 Amended Claim #84 filed by Carl Oswald Wuestehube, Amount claimed: \$8000.00 (NB8)

Description:

Remarks:

Creditor: (41577891)
Lorraine Dineen
1026 Swinton Ave
Bronx, NY 10465

Claim No: 85
Original Filed Date: 06/22/2023
Original Entered Date: 06/22/2023

Status:
Filed by: CR
Entered by: SD8
Modified:

Amount claimed: \$15907.20

History:

- [Details](#) ● [85-1](#) 06/22/2023 Claim #85 filed by Lorraine Dineen, Amount claimed: \$15907.20 (SD8)

Description: (85-1) Invalidating private student loan debt by Litigation Practice Group that was never done

Remarks:

Creditor: (41578716)
Gabriel Fernando Monroy
831 W Romneya Drive #831
Anaheim, CA 92801

Claim No: 86
Original Filed Date: 06/22/2023
Original Entered Date: 06/22/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$4698.10

Priority claimed: \$4698.10

History:

- [Details](#) ● [86-1](#) 06/22/2023 Claim #86 filed by Gabriel Fernando Monroy, Amount claimed: \$4698.10 (AUTP)

Description:

Remarks:

Creditor: (41578717)
Edwin Valdivia Fitz
666 W 18th St
APt 9
Costa Mesa, CA 92627

Claim No: 87
Original Filed Date: 06/22/2023
Original Entered Date: 06/22/2023

Status:
Filed by: DE
Entered by: AUTP
Modified:

Amount claimed: \$6520.81

History:

- [Details](#) ● [87-1](#) 06/22/2023 Claim #87 filed by Edwin Valdivia Fitz, Amount claimed: \$6520.81 (AUTP)

Description:

Remarks:

Creditor: (41579176)
Brienne Pusztai
27784 Inverness
Mission Viejo, CA 92692

Claim No: 88
Original Filed Date: 06/23/2023
Original Entered Date: 06/23/2023
Last Amendment Filed: 12/04/2023
Last Amendment Entered: 12/04/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 12/04/2023

History:

- [Details](#) ● [88-1](#) 06/23/2023 Claim #88 filed by Brienne Pusztai, Amount claimed: \$6455.63 (AUTP)
[Details](#) ● [88-2](#) 11/28/2023 Amended Claim #88 filed by Brienne Pusztai, Amount claimed: \$6455.63 (AUTP)
[Details](#) ● [88-3](#) 12/04/2023 Amended Claim #88 filed by Brienne Pusztai, Amount claimed: \$1875.69 (AUTP)

Description:

Remarks:

Amount claimed: \$1875.69

History:

- [Details](#) ● [88-1](#) 06/23/2023 Claim #88 filed by Brianne Pusztai, Amount claimed: \$6455.63 (AUTP)
[Details](#) ● [88-2](#) 11/28/2023 Amended Claim #88 filed by Brianne Pusztai, Amount claimed: \$6455.63 (AUTP)
[Details](#) ● [88-3](#) 12/04/2023 Amended Claim #88 filed by Brianne Pusztai, Amount claimed: \$1875.69 (AUTP)

Description:

Remarks:

Creditor: (41582005)
City Capital NY
c/o Maurice Wutscher LLP
23611 Chagrin Blvd. Suite 207
Beachwood, OH 44122

Claim No: 89
Original Filed Date: 06/27/2023
Original Entered Date: 06/27/2023

Status:
Filed by: AT
Entered by: Alan Craig Hochheiser
Modified:

Amount claimed: \$2950000.00

Secured claimed: \$2950000.00

History:

- [Details](#) ● [89-1](#) 06/27/2023 Claim #89 filed by City Capital NY, Amount claimed: \$2950000.00 (Hochheiser, Alan)

Description: (89-1) Purchase of proceeds of future receipts/receivables

Remarks:

Creditor: (41524158)
The Bankruptcy Estate of
Steven Robert Verzal
1251 North Eddy Street
Suite 203
South Bend IN 46617

Claim No: 90
Original Filed Date: 06/27/2023
Original Entered Date: 06/27/2023

Status:
Filed by: CR
Entered by: VN
Modified:

Amount claimed: \$8068.64

History:

- [Details](#) ● [90-1](#) 06/27/2023 Claim #90 filed by The Bankruptcy Estate of, Amount claimed: \$8068.64 (VN)

Description: (90-1) Debt relief payments (Original not signed)

Remarks:

Creditor: (41583211)
Affirma, LLC
c/o Caesar Mercado
P.O. Box 515827
Los Angeles, CA 90061

Claim No: 91
Original Filed Date: 06/28/2023
Original Entered Date: 06/28/2023

Status:
Filed by: CR
Entered by: Jeffrey I Golden
Modified:

Amount claimed: \$66855310.45

History:

- [Details](#) ● [91-1](#) 06/28/2023 Claim #91 filed by Affirma, LLC, Amount claimed: \$66855310.45 (Golden, Jeffrey)

Description:

Remarks:

Creditor: (41583400)
Kenneth Hutchins
PO Box 162035
Sacramento, CA 95816-2035

Claim No: 92
Original Filed Date: 06/28/2023
Original Entered Date: 06/28/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 08/28/2023

History:

- [Details](#) ● [92-1](#) 06/28/2023 Claim #92 filed by Kenneth Hutchins, Amount claimed: \$21759.60 (AUTP)
[Details](#) ● [92-2](#) 08/28/2023 Amended Claim #92 filed by Kenneth Hutchins, Amount claimed: \$132465.60 (AUTP)

Description:

Remarks:

Amount claimed: \$132465.60
Priority claimed: \$23500.00

History:

- [Details](#) 92-1 06/28/2023 Claim #92 filed by Kenneth Hutchins, Amount claimed: \$21759.60 (AUTP)
[Details](#) 92-2 08/28/2023 Amended Claim #92 filed by Kenneth Hutchins, Amount claimed: \$132465.60 (AUTP)

Description:

Remarks:

Creditor: (41593419)
David Orr, Esq.
26053 Balsawood Ct
Wesley Chape, FL 33544

Claim No: 93
Original Filed Date: 06/30/2023
Original Entered Date: 06/30/2023
Last Amendment Filed: 11/09/2023
Last Amendment Entered: 11/09/2023

Status:
Filed by: CR
Entered by: AUTP
Modified: 11/09/2023

No amounts claimed

History:

- [Details](#) 93-1 06/30/2023 Claim #93 filed by David Orr, Esq., Amount claimed: (AUTP)
[Details](#) 93-2 10/20/2023 Amended Claim #93 filed by David Orr, Esq., Amount claimed: \$31000.00 (AUTP)
[Details](#) 93-3 11/01/2023 Amended Claim #93 filed by David Orr, Esq., Amount claimed: \$31000.00 (AUTP)
[Details](#) 93-4 11/09/2023 Amended Claim #93 filed by David Orr, Esq., Amount claimed: (AUTP)

Description:

Remarks: (93-1) Filer Comment: It is for unpaid wages which are continuing as of the date of this filing. It is approximately ~\$16000 as of today
(93-4) Filer Comment: Unsure

Creditor: (41594273)
Olga Lucia Esquivel
25526 Maier Circle
Menifee, CA 92586

Claim No: 94
Original Filed Date: 06/30/2023
Original Entered Date: 06/30/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$7458.45
Priority claimed: \$7458.45

History:

- [Details](#) 94-1 06/30/2023 Claim #94 filed by Olga Lucia Esquivel, Amount claimed: \$7458.45 (NB8)

Description:

Remarks:

Creditor: (41594273)
Olga Lucia Esquivel
25526 Maier Circle
Menifee, CA 92586

Claim No: 95
Original Filed Date: 06/30/2023
Original Entered Date: 06/30/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$31779.65
Priority claimed: \$31779.65

History:

- [Details](#) 95-1 06/30/2023 Claim #95 filed by Olga Lucia Esquivel, Amount claimed: \$31779.65 (NB8)

Description:

Remarks:

Creditor: (41596633)
R. Reed Pruyn
3524 West Overlook Drive
Layton, UT 84041

Claim No: 96
Original Filed Date: 07/01/2023
Original Entered Date: 07/01/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$18924.00

Priority claimed: \$18924.00

History:

[Details](#)  [96-1](#) 07/01/2023 Claim #96 filed by R. Reed Pruyn, Amount claimed: \$18924.00 (AOTP)

Description:

Remarks:

Creditor: (41597720)
Douglas F. Stiele
6870 Flemming Circle
Prior Lake, MN 55372

Claim No: 97
Original Filed Date: 07/02/2023
Original Entered Date: 07/02/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$38662.96

Priority claimed: \$15150.00

History:

[Details](#)  [97-1](#) 07/02/2023 Claim #97 filed by Douglas F. Stiele, Amount claimed: \$38662.96 (AOTP)

Description:

Remarks: (97-1) Filer Comment: Ongoing wages since 3/26/2023 - ongoing

Creditor: (41597722)
Kelley M. Stiele
6870 Flemming Circle
Prior Lake, MN 55378

Claim No: 98
Original Filed Date: 07/02/2023
Original Entered Date: 07/02/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$11000.00

Priority claimed: \$11000.00

History:

[Details](#)  [98-1](#) 07/02/2023 Claim #98 filed by Kelley M. Stiele, Amount claimed: \$11000.00 (AOTP)

Description:

Remarks: (98-1) Filer Comment: Wages 3/26/23 - 6/9/23

Creditor: (41598927)
Stris & Maher LLP
777 S Figueroa St, Ste 3850
Los Angeles, CA 90017

Claim No: 99
Original Filed Date: 07/03/2023
Original Entered Date: 07/03/2023

Status:
Filed by: CR
Entered by: AOTP
Modified:

Amount claimed: \$384706.39

History:

[Details](#)  [99-1](#) 07/03/2023 Claim #99 filed by Stris & Maher LLP, Amount claimed: \$384706.39 (AOTP)

Description:

Remarks: (99-1) Account Number (last 4 digits):0333

Creditor: (41598931)
Aaron Davis

Claim No: 100
Original Filed Date: 07/03/2023

Status:
Filed by: CR

History:

[Details](#)  [100-1](#) 07/03/2023 Claim #100 filed by Aaron Davis, Amount claimed: \$9230.76 (AOTP)

[Details](#)  [100-2](#) 07/07/2023 Amended Claim #100 filed by Aaron Davis, Amount claimed: \$4615.38 (AOTP)

[Details](#)  [100-3](#) 08/04/2023 Amended Claim #100 filed by Aaron Davis, Amount claimed: \$9230.76 (AOTP)

Description:

Remarks:

P.O. Box 735
Custer, SD 57730-0735

Main Document Page 235 of 266
Original Entered Date: 07/03/2023 Entered by: AUTP
Last Amendment Filed: 08/04/2023 Modified: 08/04/2023
Last Amendment Entered: 08/04/2023

Amount claimed: \$9230.76

History:

- [Details](#) ● [100-1](#) 07/03/2023 Claim #100 filed by Aaron Davis, Amount claimed: \$9230.76 (AUTP)
[Details](#) ● [100-2](#) 07/07/2023 Amended Claim #100 filed by Aaron Davis, Amount claimed: \$4615.38 (AUTP)
[Details](#) ● [100-3](#) 08/04/2023 Amended Claim #100 filed by Aaron Davis, Amount claimed: \$9230.76 (AUTP)

Description:

Remarks:

Creditor: (41599498)
Sabrina Cazeau
3623 nw 30th place apt 305
Fort Lauderdale, FL 33311

Claim No: 101
Original Filed Date: 07/04/2023
Original Entered Date: 07/04/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

No amounts claimed

History:

- [Details](#) ● [101-1](#) 07/04/2023 Claim #101 filed by Sabrina Cazeau, Amount claimed: (AUTP)

Description:

Remarks:

Creditor: (41601500)
Dennis Theriault
PO Box 110
Milan, NH 03588

Claim No: 102
Original Filed Date: 07/06/2023
Original Entered Date: 07/06/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$3693.24
Priority claimed: \$3693.24

History:

- [Details](#) ● [102-1](#) 07/06/2023 Claim #102 filed by Dennis Theriault, Amount claimed: \$3693.24 (NB8)

Description:

Remarks:

Creditor: (41601502)
Teresa A. Piccolo
50 Fair Street, Apt. #1
Wallingford, CT 06492

Claim No: 103
Original Filed Date: 07/06/2023
Original Entered Date: 07/06/2023

Status:
Filed by: CR
Entered by: NB8
Modified:

Amount claimed: \$3413.94

History:

- [Details](#) ● [103-1](#) 07/06/2023 Claim #103 filed by Teresa A. Piccolo, Amount claimed: \$3413.94 (NB8)

Description:

Remarks:

Creditor: (41602006)
Israel Orozco
115 E Date St
Brea, CA 92821

Claim No: 104
Original Filed Date: 07/06/2023
Original Entered Date: 07/06/2023

Status:
Filed by: CR
Entered by: AUTP
Modified:

Amount claimed: \$53729.31

History:

- [Details](#) ● [104-1](#) 07/06/2023 Claim #104 filed by Israel Orozco, Amount claimed: \$53729.31 (AUTP)

Description:

Remarks:

EXHIBIT C

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Christopher B. Ghio (State Bar No. 259094) Christopher Celentino (State Bar No. 131688) Jonathan Serrano (State Bar No. 333225) DINSMORE & SHOHL LLP 655 West Broadway, Suite 800 San Diego, CA 92101 Telephone: 619.400.0500 Facsimile: 619.400.0501 christopher.ghio@dinsmore.com christopher.celentino@dinsmore.com jonathan.serrano@dinsmore.com <input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Richard Marshack, Chapter 11 Trustee</i>	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> FILED & ENTERED JUL 07 2023 <small>CLERK U.S. BANKRUPTCY COURT Central District of California BY bolte DEPUTY CLERK</small> </div> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">CHANGES MADE BY COURT</p>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION	
In re: THE LITIGATION PRACTICE GROUP P.C., <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 8:23-bk-10571-SC CHAPTER: 11 ORDER: <input checked="" type="checkbox"/> GRANTING APPLICATION AND SETTING HEARING ON SHORTENED NOTICE <input type="checkbox"/> DENYING APPLICATION FOR ORDER SETTING HEARING ON SHORTENED NOTICE <p style="text-align: center;">[LBR 9075-1(b)]</p>
Movant: <u>Richard A. Marshack, Chapter 11 Trustee</u>	

1. Movant filed the following motion together with supporting declarations and (if any) supporting documents:
 - a. Title of motion: Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan; Memorandum of Points and Authorities; Declaration of Richard A. Marshack In Support Thereof; Exhibits
 - b. Date of filing of motion: July 6, 2023
2. Pursuant to LBR 9075-1(b), movant also filed an Application for Order Setting Hearing on Shortened Notice (Application) together with supporting declaration(s):

Date of filing of Application: July 6, 2023
3. Based upon the court's review of the application, it is ordered that:
 - a. ☐ The Application is denied. The motion may be brought on regular notice pursuant to LBRs.

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

b. ☒ The Application is granted, and it is further ordered that:

(1) ☒ A hearing on the motion will take place as follows:

Hearing date: <u>7/11/2023</u>	Place:
Time: <u>2:00 p.m.</u>	<input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012
Courtroom: <u>5C – in person (no virtual appearances permitted)</u>	<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367
	<input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501
	<input checked="" type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701
	<input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101

(2) ☒ No later than the deadlines given, **telephonic notice** of the hearing must be provided to all persons/entities listed:

(A) <u>Deadlines:</u>	(B) <u>Persons/entities to be provided with telephonic notice:</u>
Date: <u>7/7/2023</u>	<u>All interested parties, including Committee of Unsecured Creditors and all creditors</u>
Time: <u>3:00 p.m.</u>	<input type="checkbox"/> See attached page
	(C) <u>Telephonic notice is also required upon the United States trustee</u>

(3) ☒ No later than the deadlines given, **written notice of the hearing** and a **copy of this order** must be served upon all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First class mail ☐ Facsimile* ☒ Email*

(B) <u>Deadlines:</u>	(C) <u>Persons/entities to be served with written notice and a copy of this order:</u>
Date: <u>7/7/2023</u>	<u>All interested parties, including Committee of Unsecured Creditors and all creditors</u>
Time: <u>3:00 p.m.</u>	<input type="checkbox"/> See attached page
	(D) <u>Service is also required upon:</u>
	-- United States trustee (<i>electronic service is not permitted</i>)
	-- Judge's copy personally delivered to chambers (<i>see Court Manual for address</i>)

- (4) ☒ No later than the deadlines given, a copy of the motion, declarations, and supporting documents (if any), must be served on all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☒ Email*

(B) Deadlines:

Date: 7/7/2023

Time: 3:00 p.m.

(C) Persons/entities to be served with motion, declarations, supporting documents:

All interested parties, including Committee of Unsecured Creditors and all creditors

☐ See attached page

(D) Service is also required upon:

- United States trustee (*no electronic service permitted*)
- Judge's copy personally delivered to chambers
(*see Court Manual for address*)

- (5) ☒ Regarding **opposition to the motion**

☐ opposition to the motion may be made **orally** at the hearing

☒ no later than the deadlines given, **written opposition to the motion** must be filed with the court and served upon all persons/entities listed using: ☐ one of the methods checked ☒ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☒ Email*

(B) Deadlines:

Date: 7/11/2023

Time: 11:00 a.m.

(C) Persons/entities to be served with written opposition to the motion:

-- movant's attorney (or movant, if movant is not represented by an attorney)

(D) Service is also required upon:

- United States trustee (*electronic service is not permitted*)
- Judge's copy personally delivered to chambers
(*see Court Manual for address*)

- (6) ☒ Regarding a **reply to an opposition:**

☒ a reply to opposition may be made **orally** at the hearing.

☐ no later than the deadlines given, a **written reply to an opposition** must be filed with the court and served on all persons/entities listed using: ☐ one of the methods checked ☐ all of the methods checked

(A) ☐ Personal Delivery ☐ Overnight Mail ☐ First Class Mail ☐ Facsimile* ☐ Email*

(B) <u>Deadlines:</u> Date: Time:	(C) <u>Persons/entities to be served with written reply to opposition:</u> -- All persons/entities who filed a written opposition (D) <u>Service is also required upon:</u> -- United States trustee (<i>electronic service is not permitted</i>) -- Judge's Copy personally delivered to chambers (see Court Manual for address)
---	--

(7) ☐ Other requirements:

- (8) ☒ No later than the deadlines given, movant must file a **Declaration of Notice and Service** establishing that telephonic notice, written notice, and service of the motion and this order was completed as set forth above, and a **judge's copy** of the Declaration of Notice and Service must be personally delivered to the judge's chambers:

<input type="checkbox"/> at least 2 days before the hearing.
<input checked="" type="checkbox"/> no later than: Date: <u>7/10/2023</u> Time: <u>12:00 p.m.</u>

* Service by electronic means (facsimile or email) requires compliance with F.R.Civ.P. 5(b)(2)(E).

###

Date: July 7, 2023



Scott C. Clarkson
United States Bankruptcy Judge

EXHIBIT D

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
Jonathan Serrano (State Bar No. 333225)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
Facsimile: 619.400.0501
christopher.ghio@dinsmore.com
christopher.celentino@dinsmore.com
jonathan.serrano@dinsmore.com

Special Counsel to Richard A. Marshack,
Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

THE LITIGATION PRACTICE GROUP P.C.,

Debtor.

Case No.: 8:23-bk-10571-SC

Chapter 11

**DECLARATION OF CHAPTER 11
TRUSTEE'S COUNSEL REGARDING
PROOF OF NOTICE OF HEARING AND
SERVICE FOR (1) MOTION FOR ORDER
APPROVING STIPULATION WITH
PHOENIX LAW, PC, WILLIAM TAYLOR
CARSS, AND MARIA Eeya TAN; AND
(2) MOTION FOR ORDER APPROVING
STIPULATION WITH CONSUMER
LEGAL GROUP, PC, LGS HOLDCO,
LLC, AND SET FORTH, INC.**

Date: July 11, 2023
Time: 2:00 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, CA 92701

1 I, JONATHAN SERRANO, declare:

2 1. I am an associate attorney in the law firm of Dinsmore & Shohl LLP, special counsel
3 to Richard A. Marshack, the Chapter 11 Trustee for the bankruptcy estate of The Litigation Practice
4 Group, P.C. in the above-captioned bankruptcy case. As such, except as expressly stated otherwise,
5 I have personal knowledge of the facts set forth below and could and would competently testify
6 under oath thereto if requested to do so.

7 1. At approximately 11:40 a.m. on Friday, July 7, 2023, the Court entered orders (the
8 “OSTs”) granting applications and setting hearings on shortened notice with respect to the
9 (a) *Chapter 11 Trustee’s Notice of Motion and Motion for Order Approving Stipulation re*
10 *Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of*
11 *All Related Property to the Trustee and Order Of Dismissal Without Prejudice of Defendants*
12 *William Taylor Carss and Maria Eeya Tan* [Docket No. 176] and (b) *Chapter 11 Trustee’s Notice*
13 *Of Motion And Motion For Order Approving Stipulation Between The Debtor; Consumer Legal*
14 *Group, Pc; Lgs Holdco, Llc; And Set Forth, Inc. F/K/A Debtpaypro* [Docket No. 178] (together, the
15 “9019 Motions”).

16 2. Pursuant to the OSTs, the Court scheduled a hearing on the 9019 Motions for July
17 11, 2023 at 2:00 p.m.

18 3. By 3:00 p.m. on Friday, July 7, 2023, I called approximately 18 creditors, as many
19 creditors as I could by the deadline, to notify them of the hearing date and time. I also called and
20 left a message for Kenneth Miskin from the Office of the United States Trustee.

21 4. In addition, I reviewed the ECF list. The Court set the hearing on the 9019 Motions,
22 thereby notifying those parties on the ECF list. These parties registered to receive electronic notice
23 were also given notice of the 9019 Motions and OSTs upon their filing on July 7, 2023. Attached
24 hereto as **Exhibit A** are true and correct copies of the Proof of Service for the 9019 Motions, which
25 were filed with the 9019 Motions on July 7.

26 5. Finally, it took significant time to compile the email addresses of all creditors who
27 had filed proofs of claim. However, I emailed all creditors who filed proofs of claim, thereby
28 notifying them of the hearing date and time and providing copies of the 9019 Motions and OSTs.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3
4 DATED: July 10, 2023

/s/ Jonathan Serrano

Jonathan Serrano

EXHIBIT A

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP
550 S. Hope Street, Suite 1765
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation re Avoidance and Recovery of Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee And Order of Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan; Memorandum of Points and Authorities; Declaration of Richard A. Marshack in Support Thereof; Exhibits*** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On July 6, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) July 6, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

(*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 6, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 6, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature

**In re The Litigation Practice Group, P.C.
U.S.B.C., Central District of California, Santa Ana
Case No. 8:23-bk-105701-SC**

I. SERVED ELECTRONICALLY VIA NEF:

- **Eric Bensamochan:** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Ronald K Brown:** ron@rkbrownlaw.com
- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson:** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark :** rbc@randallbclark.com
- **Leslie A Cohen:** leslie@lesliecohenlaw.com,
jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com
- **Christopher Ghio:** christopher.ghio@dinsmore.com
- **Richard H Golubow:** rgolubow@wghlawyers.com,
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **D Edward Hays:** ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendo
za@ecf.courtdrive.com
- **Alan Craig Hochheiser:** ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Garrick A Hollander:** ghollander@wghlawyers.com,
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **Joon M Khang:** joon@khanglaw.com
- **Ira David Kharasch:** ikharasch@pszjlaw.com
- **David S Kupetz:** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley:** chris@slclawoffice.com,
omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com
- **Daniel A Lev:** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Michael D Lieberman:** mlieberman@lipsonnelson.com
- **Richard A Marshack (TR):** pkraus@marshackhays.com,
rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Laila Masud:** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Kenneth Miskien:** Kenneth.M.Miskien@usdoj.gov
- **Byron Z Moldo:** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,dperez@ecjlaw.com
- **Alan I Nahmias:** anahmias@mbn.law, jdale@mbnlawyers.com
- **Victoria Newmark:** vnewmark@pszjlaw.com
- **Queenie K Ng:** queenie.k.ng@usdoj.gov
- **Teri T Pham:** tpham@enensteinlaw.com, 3135.002@enensteinlaw.com
- **Douglas A Plazak:** dplazak@rhlaw.com
- **Ronald N Richards:** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Gregory M Salvato:** gsalvato@salvatoboufadel.com,
calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com
- **Olivia Scott:** olivia.scott3@bclplaw.com
- **Jonathan Serrano:** jonathan.serrano@dinsmore.com
- **Paul R Shankman:** PShankman@fortislaw.com, info@fortislaw.com
- **Leslie Skorheim:** leslie.skorheim@usdoj.gov
- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpreion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss:** sharon.weiss@bclplaw.com,
raul.morales@bclplaw.com,REC_KM_ECF_SMO@bclplaw.com
- **Johnny White:** JWhite@wrsllawyers.com, jlee@wrsllawyers.com;eweiman@wrsllawyers.com

1 **II. SERVED VIA REGULAR U.S. MAIL:**

2 N/A

3 **III. SERVED VIA OVERNIGHT MAIL (FED EX):**

4 **United States Bankruptcy Court**

5 Honorable Scott Clarkson
6 United States Bankruptcy Court
7 Central District of California
8 411 West Fourth Street, Suite 5130 / Courtroom 5C
9 Santa Ana, California 92701
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP
550 S. Hope Street, Suite 1765
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Chapter 11 Trustee's Notice of Motion and Motion for Order Approving Stipulation Between the Debtor; Consumer Legal Group, PC; LGS Holdco, LLC; and Set Forth, Inc. F/K/A Debtpaypro; Memorandum of Points and Authorities; Declaration of Richard A. Marshack in Support Thereof; and Exhibits*** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 6, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (*date*) **July 6, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 6, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 6, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature

In re The Litigation Practice Group, P.C.
U.S.B.C., Central District of California, Santa Ana
Case No. 8:23-bk-105701-SC

I. SERVED ELECTRONICALLY VIA NEF:

- **Eric Bensamochan:** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Ronald K Brown:** ron@rkbrownlaw.com
- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson:** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark :** rbc@randallbclark.com
- **Leslie A Cohen:** leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com
- **Christopher Ghio:** christopher.ghio@dinsmore.com
- **Richard H Golubow:** rgolubow@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **D Edward Hays:** ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmen
doza@ecf.courtdrive.com
- **Alan Craig Hochheiser:** ahochheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Garrick A Hollander:** ghollander@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **Joon M Khang:** joon@khanglaw.com
- **Ira David Kharasch:** ikharasch@pszjlaw.com
- **David S Kupetz:** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley:** chris@slclawoffice.com, omar@slclawoffice.com; langleycr75251@notify.bestcase.com; ecf123@casedriver.com
- **Daniel A Lev:** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com; dlev@ecf.courtdrive.com
- **Michael D Lieberman:** mlieberman@lipsonneilson.com
- **Richard A Marshack (TR):** pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **Laila Masud:** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **Kenneth Miskin:** Kenneth.M.Miskin@usdoj.gov
- **Byron Z Moldo:** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com, dperez@ecjlaw.com
- **Alan I Nahmias:** anahmias@mbn.law, jdale@mbnlawyers.com
- **Victoria Newmark:** vnewmark@pszjlaw.com
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- **Teri T Pham:** tpham@enensteinlaw.com, 3135.002@enensteinlaw.com
- **Douglas A Plazak:** dplazak@rhlaw.com
- **Ronald N Richards:** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Gregory M Salvato:** gsalvato@salvatoboufadel.com, calendar@salvatolawoffices.com; jboufadel@salvatoboufadel.com; gsalvato@ecf.inforuptcy.com
- **Olivia Scott:** olivia.scott3@bclplaw.com
- **Jonathan Serrano:** jonathan.serrano@dinsmore.com
- **Paul R Shankman:** PShankman@fortislaw.com, info@fortislaw.com
- **Leslie Skorheim:** leslie.skorheim@usdoj.gov
- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpregion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss:** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com
- **Johnny White:** JWhite@wrslawyers.com, jlee@wrslawyers.com; eweiman@wrslawyers.com

1
2 **II. SERVED VIA REGULAR U.S. MAIL:**

3 N/A

4 **III. SERVED VIA OVERNIGHT MAIL (FED EX):**

5 **United States Bankruptcy Court**

6 Honorable Scott Clarkson
7 United States Bankruptcy Court
8 Central District of California
9 411 West Fourth Street, Suite 5130 / Courtroom 5C
10 Santa Ana, California 92701
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Dinsmore & Shohl LLP
550 S. Hope Street, Suite 1765
Los Angeles, California 90071

A true and correct copy of the foregoing document entitled (*specify*): ***Declaration of Chapter 11 Trustee's Counsel Regarding Proof of Notice of Hearing and Service for (10 Motion for Order Approving Stipulation with Phoenix Law PC, William Taylor Carss, and Maria Eeya Tan; and (2) Motion for Order Approving Stipulation with Consumer Legal Group, PC, LGS HoldCo, LLC and Set Forth, Inc.*** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 10, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) **July 10, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **July 10, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 10, 2023

Katrice Ortiz

/s/ Katrice Ortiz

Date

Printed Name

Signature

In re The Litigation Practice Group, P.C.
U.S.B.C., Central District of California, Santa Ana
Case No. 8:23-bk-10571-SC

I. SERVED ELECTRONICALLY VIA NEF:

- **Eric Bensamochan:** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Ronald K Brown:** ron@rkbrownlaw.com
- **Christopher Celentino:** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson:** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark :** rbc@randallbclark.com
- **Leslie A Cohen:** leslie@lesliecohenlaw.com,
jaimel@lesliecohenlaw.com; clare@lesliecohenlaw.com
- **Daniel A Edelman** dedelman@edcombs.com, courtelcl@edcombs.com
- **Christopher Ghio:** christopher.ghio@dinsmore.com
- **Jeffrey I Golden** jgolden@go2.law,
kadele@ecf.courtdrive.com; cbmeeker@gmail.com; lbracken@wgllp.com; gestrada@wgllp.com; golden.jeffreyi.b117954@notify.bestcase.com
- **Richard H Golubow:** rgolubow@wghlawyers.com,
jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **D Edward Hays:** ehays@marshackhays.com,
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- **Garrick A Hollander:** ghollander@wghlawyers.com,
jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **Razmig Izakelian** razmigizakelian@quinnemanuel.com
- **Joon M Khang:** joon@khanglaw.com
- **Ira David Kharasch:** ikharasch@pszilaw.com
- **Nicholas A Koffroth** nkoffroth@foxrothschild.com, khoang@foxrothschild.com
- **David S Kupetz:** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley:** chris@slclawoffice.com,
omar@slclawoffice.com; langleycr75251@notify.bestcase.com; ecf123@casedriver.com
- **Daniel A Lev:** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com; dlev@ecf.courtdrive.com
- **Michael D Lieberman:** mlieberman@lipsonneilson.com
- **Yosina M Lissebeck** Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com
- **Richard A Marshack (TR):** pkraus@marshackhays.com,
rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **Laila Masud:** lmasud@marshackhays.com,
lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **Kenneth Miskin:** Kenneth.M.Miskin@usdoj.gov
- **Byron Z Moldo:** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com, dperez@ecjlaw.com
- **Alan I Nahmias:** anahmias@mbn.law, jdale@mbnlawyers.com
- **Victoria Newmark:** vnewmark@pszilaw.com
- **Queenie K Ng:** queenie.k.ng@usdoj.gov
- **Teri T Pham:** tpham@enensteinlaw.com, 3135.002@enensteinlaw.com
- **Douglas A Plazak:** dplazak@rhlaw.com
- **Ronald N Richards:** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Gregory M Salvato:** gsalvato@salvatoboufadel.com,
calendar@salvatolawoffices.com; jboufadel@salvatoboufadel.com; gsalvato@ecf.inforuptcy.com
- **Olivia Scott:** olivia.scott3@bclplaw.com
- **Jonathan Serrano:** jonathan.serrano@dinsmore.com
- **Paul R Shankman:** PShankman@fortislaw.com, info@fortislaw.com

- **Leslie Skorheim:** leslie.skorheim@usdoj.gov
- **Andrew Still:** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA):** ustpreion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss:** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com
- **Johnny White:** JWhite@wrslawyers.com, jlee@wrslawyers.com; eweiman@wrslawyers.com

B. SERVED VIA REGULAR U.S. MAIL:

N/A

III. SERVED VIA PERSONAL DELIVERY (MESSENGER):

United States Bankruptcy Court

Honorable Scott Clarkson
United States Bankruptcy Court
Central District of California
411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, California 92701

EXHIBIT E

In re:
The Litigation Practice Group P.C.
Debtor

Case No. 23-10571-SC
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0973-8

User: admin

Page 1 of 1

Date Rcvd: Aug 07, 2023

Form ID: pdf042

Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 09, 2023:

Recip ID	Recipient Name and Address
db	#+ The Litigation Practice Group P.C., 17542 17th St, Suite 100, Tustin, CA 92780-1981

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

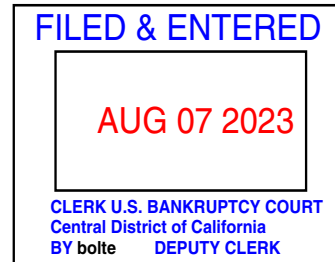
I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 09, 2023

Signature: /s/Gustava Winters

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
Yosina M. Lissebeck (State Bar No. 201654)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
Facsimile: 619.400.0501
christopher.ghio@dinsmore.com
christopher.celentino@dinsmore.com
yosina.lissebeck@dinsmore.com



Special Counsel to Richard A. Marshack, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re:

THE LITIGATION PRACTICE GROUP P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**ORDER GRANTING MOTION FOR
ORDER APPROVING
STIPULATION RE AVOIDANCE
AND RECOVERY OF AVOIDABLE
TRANSFERS TO DEFENDANT
PHOENIX LAW, PC AND
TURNOVER OF ALL RELATED
PROPERTY TO THE TRUSTEE
AND ORDER OF DISMISSAL
WITHOUT PREJUDICE OF
DEFENDANTS WILLIAM TAYLOR
CARSS AND MARIA EYAH TAN
AKA EYAH TAN**

Date: July 21, 2023

Time: 10:00 a.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C

411 West Fourth Street
Santa Ana, CA 92701

1 On July 21, 2023, on the 10:00 a.m. calendar, in Courtroom 5C of the United States
2 Bankruptcy Court, located at 411 West Fourth Street, Santa Ana, California 92701, the Honorable
3 Scott C. Clarkson, United States Bankruptcy Judge, conducted a hearing on the *Chapter 11 Trustee's*
4 *Motion for Order Approving Stipulation re Avoidance and Recovery pf Avoidable Transfers to*
5 *Defendant Phoenix Law, PC and Turnover of All Related Property to the Trustee and Order of*
6 *Dismissal Without Prejudice of Defendants William Taylor Carss and Maria Eeya Tan* [Docket No.
7 176] (the "Motion")¹ filed on July 6, 2023 by Richard A. Marshack, the Chapter 11 Trustee (the
8 "Trustee") for the bankruptcy estate (the "Estate") of The Litigation Practice Group P.C. ("LPG") in
9 the above-captioned bankruptcy case. Appearances were identified on the Court record.

10 The Motion seeks Court approval of that certain Stipulation for Agreed Judgment
11 (1) Avoiding, Recovering, and Preserving Transfers to Defendant, Phoenix Law Group, Inc.
12 ("Phoenix"); (2) Turning Over All of Transferred Property to Trustee, including but limited to files
13 of and contracts with consumer clients of LPG; and (3) Dismissing Without Prejudice Defendants
14 William Taylor Carss and Maria Eeya Tan (the "Stipulation") by and between the Trustee, in his
15 capacity as the duly appointed and acting Trustee for the Debtor, on the one hand, and Phoenix Law,
16 PC, William Taylor "Ty" Carss, and Eeya Tan, on the other hand (collectively the "Parties").

17 The Court, having considered the Motion, all pleadings filed in support of, and in opposition
18 to, the Motion, good cause appearing, and for the reasons stated on the record and in the Motion:

- 19 1. Grants the Motion;
- 20 2. Approves the terms of the Stipulation, intended to resolve disputes related to
21 avoidance actions between the Parties;
- 22 3. Authorizes the dismissal without prejudice of Defendants William Taylor Carss and
23 Maria Eeyah Tan aka Eeya Tan from this adversary proceeding;
- 24 4. Grants the Avoidance by the Trustee of the transfer of the Files by LPG, and all
25 material and property related thereto including but not limited to payments, communications, and
26 documents, along with any contracts and agreements, to Phoenix as a preferential and/or fraudulent
27 transfer subject to avoidance and recovery by the Debtor pursuant to 11 U.S.C. § 547, 548, and 550;

28

¹ Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

1 5. Provides that all liability associated with the Transferred Property and the avoidance
2 of the transfers identified in paragraph 4, remains with Phoenix, and such liability is not a charge or
3 liability of the Trustee, LPG or the Estate;

4 6. Authorizes the Trustee to (a) execute and enter into the Stipulation in substantially
5 the same form as the Stipulation attached as Exhibit 1 to the Motion and (b) tender same for entry
6 in this adversary proceeding after execution as Judgment against the Defendants;


7 7. Reserves jurisdiction to determine any disputes arising in connection with the
8 Stipulation; and

9 8. Finds that notice of the Motion was adequate and proper.

10 **IT IS SO ORDERED.**

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24 Date: August 7, 2023


Scott C. Clarkson
United States Bankruptcy Judge

DECLARATION OF PHUONG JAYDE TRINH

I, PHUONG JAYDE TRINH (“Jayde”), declare:

1. I am a licensed California attorney in good standing.
2. I make this Declaration to object that I was **not** served with the *dk*t.176 Motion, filed , in the main LPG bankruptcy case, by Trustee Marshack’s attorneys, the Dinsmore firm, on 7/6/23.
3. I was required to be served with that *dk*t.176 motion, and was required to be given phone notice of the shortened time hearing the court set on that Motion, and was entitled to be served with a *Notice of Hearing*, which I was not served with. NONE of those things were done by the Dinsmore firm.
4. I didn’t find out that *dk*t.176 Motion existed until well after it was set by this Court, on very shortened time, for hearing on 7/11/23, and until well after it had been granted by this Court.
5. I also didn’t know about the Bankruptcy Court’s *dk*t.180 Order, also filed in the main LPG bankruptcy case, granting shortened time hearing on the *dk*t.176 Motion, because I wasn’t served with it either.
6. I myself, with no attorney (except I am an attorney), filed a Proof of Claim, in the LPG bankruptcy case, on 6/20/23. It is on the LPG bankruptcy case claims register. My Proof of Claim lists my mailing address and phone number.
7. 6/20/23 was before Trustee Marshack’s attorneys, the Dinsmore firm, filed their *dk*t.176 Motion, filed on 7/6/23, in the main LPG bankruptcy case. Because I

- 1 was a creditor who had filed a proof of claim, I was entitled to be served with
2 Trustee's dkt.176 Motion. I was not served with that Motion, when it was filed,
3 or ever.
4
- 5 8. Because I was never served with the dkt.176 motion, I didn't find out that
6 Motion had been filed, or heard, until long after the Court had heard and
7 granted that Motion.
8
- 9 9. After the fact, I found out that this Court had entered an Order, dkt.180, in the
10 main LPGgranting Dinsmore firm's request for shortened time hearing of the
11 dkt.176 Motion, and setting that hearing on very shortened time, on 7/11/23. ,
12 by the court's dkt.180 Order shortening time on hearing of the dkt.176 Motion
13 this Court had granted shortened time hearing on Dinsmore firm's dkt.176
14 Motion, to be held on 7/11/23, , heard the Motion, and granted it.
15
- 16 10.I didn't know about that dkt.180 Order until months later, as I was not served
17 with it either. I found out later that the dkt.180 Order required the Dinsmore
18 firm to serve the dkt.176 Motion on all creditors and on all interested parties,
19 and to give all creditors and all interested parties PHONE notice of the 7/11/23
20 hearing, and required Dinsmore firm to file and serve on all creditors and all
21 interested parties, a *Notice of Hearing*, stating the 7/11/23 hearing date.
22
- 23 11. No one gave me phone notice of the 7/11/23 hearing date, and I was never
24 served with a *Notice of Hearing* for the shortened time 7/11/23 hearing date.
25
26

1 12.The dkt.176 motion, and dkt.180 Order granting shortened time hearing, are
2 attached as Exhibits to Declaration of Kathleen P. March to Greyson's REPLY
3 to OPP of Trustee to Greyson's [dkt.676] administrative claim Motion.
4

5 I declare under penalty of perjury that the foregoing is true and correct, and that
6 this Declaration is executed at Houston, Texas on April 18, 2024.

7 
8 PHUONG JAYDE TRINH

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10524 W. Pico Blvd., Ste. 212, Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (*specify*): **REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK'S OPPOSITION TO GREYSON'S MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM PER 11 U.S.C. §503(b)(1)(A);**

ATTACHED HERE ARE TONY DIAB DECL. (PREVIOUSLY FILED 4/2/24) , SECOND TONY DIAB DECL., SIGNED 4/17/24; TWO SCOTT EADIE DECLS., DOUGLAS PLAZAK DECL., JAYDE TRINH DECL., AND KATHLEEN MARCH DECL.

BEING FILED AS A SEPARATE PLEADING IS HAN TRINH'S REPLY DECLARATION (BEING FILED SEPARATELY DUE TO VERY VOLUMINOUS EXHIBITS) will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 4/18/24, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See next page

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 4/18/24, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Litigation Practice Group P.C.
17542 17th St
Suite 100
Tustin, CA 92780

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 4/18/24, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Scott Clarkson
United States Bankruptcy Court
411 West Fourth Street, Suite 5130
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

4/18/24
Date

Kathleen P. March
Printed Name

/s/ Kathleen P. March
Signature

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